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# Our Electronic Funds Transfer Terms

Credit Union 1

“Our Electronic Funds Transfer Terms” explains your and our rights and responsibilities concerning electronic fund transfer (EFT) debits from and credits to the accounts you have with us. EFTs are electronically initiated transfers of money involving an account with us and multiple access options, including Online Access, direct deposits, automated teller machines (ATMs), interactive teller machines (ITMs) and Mastercard Debit Cards (Cards).

## 1. EFT Services

### a. Automated Teller Machines/Interactive Teller Machines

You may use your Card and personal identification number (PIN) at Automated Teller Machines (ATMs) / Interactive Teller Machines (ITMs) of our Credit Union, Maestro, Jeanie networks, and such other machines or facilities as we may designate. If you are using ITM functions, you may not need your debit card. At the present time, you may use your Card to:

- Withdraw cash, up to \$500 per day, from accounts for which we have approved your applications for ATM/ITM cash withdrawals.
- Transfer funds between the savings, spending and loan accounts.
- Obtain balance information.
- Deposit funds to the savings and spending accounts.

### b. Point of Sale Transactions

You may use your Card at merchant POS terminals displaying the Alaska Option logo, or other logos we may designate from time to time to pay for goods and services from the spending account, and if offered by the merchant, obtain cash back, up to the lesser of your available account balance or the merchant’s cash back limit but not to exceed \$5,000.

### c. Direct Deposit

On the instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, we will accept direct deposits by EFT of your paycheck or of federal recurring payments, such as Social Security.

### d. Preauthorized Debits

You may make direct withdrawals by EFT from the spending or regular savings account you have with us to a particular person or company, at least periodically, which you have arranged with that person or company, provided you have enough funds in the account with us to cover the payment.

### e. Online Access

If we approve your application for Online Access, you may use a personal computer to access the accounts. For this service, you will need a personal computer with internet access. The address for Online Access services is [www.cu1.org](http://www.cu1.org). You may select a password. You must use your Login along with your password to access the accounts. You are responsible for the installation, maintenance, and operation of your computer and software. We will not be responsible for any errors or failures involving any telephone service, internet service provider, your software installation or your computer. At the present time, you may use the Online Access service to:

- Transfer funds among the accounts you have with us, including payments to consumer, real estate, and credit card loans.
- Check the status of automatic deposits and payments, including their distribution to the accounts.
- Review and print a copy of a paid check.
- Review previous statements and transaction activity on the accounts since your last statement.
- Transfer funds from the accounts with us to the accounts of other Credit Union 1 members.

- Check tax information on the accounts, including dividends and loan interest for the current and previous year.
- Make payments from the accounts to third parties using Bill Pay.
- Order checks for the spending accounts.
- Sign up for eStatements and other email notifications using the “Member Notifications” service.

Transactions involving the accounts you have with us are addressed by the MSA, whereas transactions involving a loan are addressed by the applicable loan agreement(s).

### g. A2A Transactions

If we approve your application for our A2A service, and with privileges and limitations based on your relationship with us you may be able to:

- Transfer funds to and from your accounts at other institutions.

### h. Bill Pay

You may use the Bill Pay service (accessed through Online Access or Mobile Banking) to make payments to third parties. Use of the Bill Pay service requires enrollment in Online Access and agreement to the Bill Pay service terms and conditions. You may use the Bill Pay service to:

- Make loan payments from any spending or savings account to a loan account with us.
- Make payments from any spending or savings account to another financial institution.
- Pay bills from any spending or savings account with us.
- Transfer funds to other people using the account to account (A2A) or person to person (P2P) transfer feature.

Please note that if payment to a payee is made by check, the check may be processed and debited from your account before the scheduled payment date.

### i. Mobile Banking

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our Online Access service and make such other transactions as described in the Online Access Service Agreement using compatible and supported mobile phones and wireless devices (“Wireless Device”). You agree and understand that the Mobile Banking service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through Mobile Banking are the same account and service transactions available through Online Access. When you register for Mobile Banking, the designated accounts and bill payment payees linked to the account through Online Access will be accessible through Mobile Banking. You must use your PIN (assigned to you for use with Online Access) along with your account number to access the accounts.

For all mobile check deposits, you must endorse the original paper check with your signature and write: “FOR MOBILE DEPOSIT ONLY” in the endorsement area. If you fail to provide this endorsement, we may refuse the deposit and return it to you. You agree to indemnify our Credit Union from any liability or loss to our Credit Union arising from the payment of the original paper check without such required endorsement.

### j. Mastercard Debit Card

You may use your Mastercard Debit Card to purchase goods and services any place Mastercard is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from the spending account. If the balance in the account is

not sufficient to pay the transaction amount, we may treat the transaction as an overdraft request pursuant to any overdraft protection plan, or we may terminate all services under the MSA.

#### **k. Electronic Check Transaction**

You may authorize a merchant or other payee to make a one-time electronic payment from the spending account using information from your check to pay for purchases, pay bills or pay other obligations ("Electronic Check Transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant's right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to Electronic Check Transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4 (Member Liability) of this disclosure. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

### **2. Service Limitations**

#### **a. Automated Teller Machines/Interactive Teller Machines**

**1) Withdrawals.** Cash withdrawals from ATMs/ITMs can be made as often as you like. You may withdraw (or transfer to another account) up to \$500 (if there are sufficient funds in the account) per business day. In some cases, an ATM/ITM may have lower withdrawal limits. For purposes of determining whether you have reached the daily limit, a day ends at midnight Alaska time. Friday, Saturday, Sunday, and holidays are considered as one business day for the purposes of this limit.

**2) Deposits.** Cash and check deposits can only be made at ATMs/ITMs located at select Credit Union 1 branches. Each deposit is limited to 30 checks and 30 bills.

#### **b. Online Banking**

**1) Transfers.** You may make funds transfers to the accounts with us, or other accounts you authorize, as often as you like. Bill payer transactions are unlimited. You may transfer or withdraw up to the available balance in the account or available credit line at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

**2) Account Information.** Account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited, due to the processing time for ATM/ITM transactions. See "Funds Availability of Deposits."

**3) Email and Stop Payment Requests.** We may not immediately receive email communications that you send and we will not act based on email requests until we actually receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a verbal request and will expire in fourteen (14) days unless confirmed in writing as addressed in the MSA. Contact us immediately regarding an unauthorized transaction or stop payment request.

#### **c. Bill Pay A2A and P2P Transactions**

For A2A and P2P transfers, limits will be set at the time you use the service and will be disclosed to you prior to your use of the service.

#### **d. Mobile Banking**

You are fully responsible for understanding how to use Mobile Banking before you actually do so, and you must use Mobile Banking in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the Mobile Banking Service software provided to you. If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Mobile Banking, the service may be accessed using any biometric login recognized by your wireless

device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your wireless device, their biometrics will also gain access to Mobile Banking if you have authorized biometric login. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, the Software or your Wireless Device. You may experience technical or other difficulties related to Mobile Banking that may result in loss of data, personalization settings or other Mobile Banking interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access Mobile Banking. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that we are not liable for delays in updating account information accessed through Mobile Banking. We are not responsible for any actions you take based on information accessed through the Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

#### **e. Mastercard Debit Card**

There is no limit on the number of Mastercard Debit Card purchase transactions you may make during a statement period. You may make up to \$10,000 in total transactions per day, including not more than \$5,000 in cash advances at participating merchants, and not more than \$2,500 in transactions convertible to cash such as wire transfers and money orders. Mastercard purchases are limited to the balance available in an account. We reserve the right to refuse any transaction that would draw upon insufficient funds or require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the Mastercard Debit Card. We are not responsible for any damages, liability or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of a Card and Account with us are subject to the following conditions:

**1) Ownership of Cards.** Any Card or other device that we supply to you is our property and must be immediately 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, according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer the Card or Account to another person.

**2) 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 the account with us in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

**3) Mastercard Automatic Billing Updater.** The account you have with us is automatically enrolled in the Mastercard Automatic Billing Updater Service (ABU). The service is provided as a benefit in order to facilitate uninterrupted processing of recurring charges you have authorized. Under the ABU service, if you have authorized a participating merchant to bill your Card for recurring payments, your new Card number and expiration date will automatically be sent to that merchant if we change your Card number (i.e. when replacing a lost or stolen Card). Card numbers are only supplied to merchants who participate in the ABU service. Because not all merchants participate in the ABU service, you should still notify each merchant when your Card number changes in order to permit recurring payments to continue to be charged to the account. You may opt out of the ABU service at any time by calling us at (907) 339-9485 or toll free at (800) 478-2222.

**4) Currency Conversion; International Transaction Fee.** Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions, as established by Mastercard International, Inc., is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee as set forth in “Our Rates & Service Charges” for any card transaction at a location in a foreign country or with a merchant located in a foreign country even if you initiate the transaction from within the United States.

### **3. Security of Personal Identification Number (PIN) and Security Code Number (SCN)**

The Personal Identification Number (PIN) and security code number (SCN) are established for your security purposes. The PIN/SCN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN/SCN. You agree not to disclose or otherwise make your PIN/SCN available to anyone not authorized to sign on the accounts with us. If you authorize anyone to have or use your PIN/SCN, that authority will continue until you specifically revoke such authority by notifying us. You understand that person may use Online Access, online services or debit card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN/SCN and you agree that the use of your PIN/SCN will have the same effect as your signature in authorizing transactions.

If you authorize anyone to use your PIN/SCN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying us and changing your PIN/SCN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN/SCN is changed. If you fail to maintain or change the security of these PIN/SCNs and we suffer a loss, we may terminate your electronic fund transfer and account services immediately.

### **4. Member Liability**

You are responsible for all transfers you authorize using your EFT services as explained in this disclosure, which is part of the MSA. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of the accounts you have with us. However, tell us at once if you believe anyone has used the account, Card or PIN and accessed the accounts with us without your authority, or if you believe an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For transactions using a Mastercard Debit Card, if you promptly notify us of your lost or stolen card, you will not be liable for any losses, provided that you exercised reasonable care in safeguarding the Card against loss or theft. Otherwise, the following limits (applicable to all other transactions) will apply to transactions using the Card. For all other EFT transactions except Electronic Check Transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed the account with us without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of the account or EFT service, and we can prove that we could have stopped someone from accessing the account without your permission if you had told us, you could lose as much as \$500. In no event will you be liable for more than \$50 for unauthorized withdrawals from a line of credit account.

Also, if your statement shows EFTs that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or accessible to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told

us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used the Card or PIN without your permission or you have lost your Card, call: (907) 339-9485 or toll free at (800) 478-2222, or write to us at: 1941 Abbott Road, Anchorage, AK 99507.

### **5. Business Days**

Our business days are Monday through Friday. Holidays are not included.

### **6. Charges for EFT Services**

There are certain charges for EFT services, as described in “Our Rates & Service Charges.” We reserve the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from the account with us if you elect to complete the transaction.

### **7. Right to Receive Documentation**

#### **a. Periodic Statements**

All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter. If you have an EFT transaction, you will receive a statement monthly.

#### **b. Preauthorized Credits**

If you have a direct deposit made to the 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 use ART or Online Access or you can call us at (907) 339-9485 or toll free at (800) 478-2222 to find out whether or not the deposit has been made.

#### **c. Terminal Receipt**

You may get a receipt at the time you make any transaction of more than \$15 using an ATM/ITM, POS terminal or Mastercard Debit Card.

### **8. Account Information Disclosure**

We will maintain the confidentiality and privacy of your information in accordance with our Privacy Notice. We will disclose information to third parties about the account or the transfers you make in the following circumstances:

- 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. Our Liability for Failure to Make Transactions**

If we do not complete a transfer to or from an account with us on time or in the correct amount according to the MSA, we will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, or by internet browser providers such as Microsoft (Microsoft Internet Explorer), Apple (Safari), Mozilla (Firefox), Google (Chrome) or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor will we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Online Access service and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our

liability is limited to the extent permitted by applicable law. We will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in an account to complete a transaction, the account is terminated or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfers.
- If your computer fails or malfunctions or if our Online Access system was not properly working and such a problem should have been apparent when you attempted such a transaction.
- If the ATM/ITM where you are making the transfer does not operate properly, does not have enough cash or you use a Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent the transaction.
- If the account with us is frozen because of a delinquent loan or is subject to a legal process or other claim.
- 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.
- If you have not given us complete, correct, and current instructions so we can make a transfer.
- If the error was caused by any applicable ATM/ITM or payment system network. The ATM/ITM machine may retain a Card in certain instances, in which event you may contact us about its replacement.

We may establish other exceptions in addition to those listed above.

## 10. Termination of EFT Services

You agree that we may terminate your use of any EFT services if you, or any authorized user of an account or PIN, breach any term of the MSA, or if we have reason to believe that there has been an unauthorized use of a Card, account or identification code.

You or any other party to the account can terminate your use of any EFT services by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of EFT services will not affect the rights and responsibilities of the parties under the MSA for transactions initiated before termination.

## 11. Preauthorized Electronic Fund Transfers

### a. Stop Payment Rights

If you have arranged in advance to allow a third party to make regular EFTs from the account(s) with us for money you owe them, you may stop payment of these preauthorized transfers from the account. You must notify us verbally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any verbal notification. If we do not receive the written confirmation, the verbal stop payment order will cease to be binding fourteen (14) days after it has been made.

### b. Notice of Varying Amounts

If regular payments may 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 account would fall outside certain limits that you set.

### c. Liability for Failures on Preauthorized Transfers

If you order us to stop one of these payments 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.

## 12. Notices

We reserve the right to change the terms of our EFT services. We will mail or make accessible a notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the account with us and any future changes to those regulations.

## 13. Statement Errors

In case of errors or questions about EFTs, telephone us at (907) 339-9485 or toll free at (800) 478-2222 and send us a written notice. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:

- Tell us your name and account number.
- Describe 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.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit the account within ten (10) business days (five (5) business days for Mastercard Debit Card transactions) 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 ten (10) business days, we may not recredit the account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

## 14. ATM/ITM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) / Interactive Teller Machine (ITM) and night deposit facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM/ITM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM/ITM or night deposit facility. As soon as your transaction is complete, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM/ITM or night deposit facility, consider using another ATM/ITM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your Personal Identification Number or code on your card.
- Report all crimes to law enforcement officials immediately.