



## **ELECTRONIC FUND TRANSFER SERVICES AGREEMENT AND DISCLOSURE**

The Online Banking website contains disclosures and agreements specifically for e-bill payment. Upon using any electronic fund transfer (“EFT”) service, you agree to the terms of this agreement and disclosure which governs the use of EFT services. In this agreement the words “we”, “us” and “our” mean WEOKIE Federal Credit Union, and the words “you” and “your” mean the person or persons who signed the application for, or otherwise requested, the electronic transfer service and/or a card(s) and/or a Personal Identification Number (PIN) and each person to whom a card and/or a PIN has been issued. Any EFT service and/or card may not be used for any illegal transaction or online gambling activity.

### **1. TYPES OF AVAILABLE TRANSACTIONS**

(Some of the following services may not be available at all terminals or locations.)

#### **A. PREAUTHORIZED TRANSFERS**

On certain scheduled recurring payments such as Social Security payments, employer compensation payments, pension payments, etc. you can arrange for the deposits to automatically be made to your accounts. You can also authorize us to make scheduled recurring payments from your checking accounts.

#### **B. Terminal Transactions**

You can use your Check Card at any participating automated teller machine (“ATM”) to:

- Deposit cash or checks to your checking or savings account
- Withdraw cash from your checking account
- Transfer funds between your checking or savings account

#### **C. MERCHANT TRANSACTIONS**

You can also pay for purchases at VISA merchants and other point of sale (POS) providers that have agreed to accept the card(s) and withdraw cash (if permitted by the merchant).

#### **D. ONLINE BANKING TRANSACTIONS OR TELEPHONE BANKING TELEPHONE TELLER TRANSACTIONS**

These services allow you to:

- Obtain account balances on your savings, checking, loans or other accounts
- Receive a check withdrawal from your savings or checking account
- Transfer funds between your savings or checking account or make a loan payment

- Inquire if checks have cleared
- Check for payroll deduction or deposit information
- Inquire as to total dividends earned and interest paid for year-to-date (and current accounting period by Telephone Banking access)
- Check your loan due date and total loan payoff

Additionally, Online Banking allows you to:

- Inquire as to the prior years' total interest paid and dividends earned
- Check your deposit account available balance and maturity date
- Check your loan account available balance and payment amount

## **E. TELEPHONE TRANSACTIONS**

You can arrange for transactions to be made on your deposit account(s) by telephone. However, we may require information that is necessary to properly identify you as an account owner. If we are not satisfied with the information, we may ask you to go to one of our offices to conduct the transaction.

## **F. 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: (i) Pay for purchases (ii) Pay bills.

## **2. LIMITATIONS ON PREAUTHORIZED AND TELEPHONE TRANSACTIONS**

Federal regulations set limitations on the frequency of preauthorized and telephone transfers from savings accounts and money market accounts. Telephone transfers, as used in this section, refer to transfers initiated through Telephone Banking, Home Banking and those initiated by telephoning the credit union with instructions to transfer funds from your savings or money market account. You may make only six preauthorized withdrawals and/or telephone transfers from your money market account, of which no more than three may be by check or similar order payable to a third party, each month or statement period. The credit union is not considered a third party for the purposes of re-paying loans and associated expenses. The credit union allows three withdrawals per month from your savings account and for each subsequent withdrawal you will be charged \$1.00.

## **3. LIMITATIONS ON CARD TRANSACTIONS**

You may withdraw from an ATM up to a maximum of \$750 per day (if there are sufficient funds in your account). The credit union may limit the amount of the withdrawal to current collected balances and all deposits are accepted on a provisional basis subject to collection through normal procedures.

The credit union may establish a limit on the number of P2P (Person-to-Person) transfers and/or the total dollar amount of transfers that can be attempted or completed in one day. We may modify the amount and frequency of transfers at any time for security reasons or due to account activity.

**POINT OF SALE** - You may use your card to make purchases up to your "available balance" with a combined total limit of \$3,000 daily, under certain circumstances, this amount may be lower if a PIN is used. Available

balance is your account balance less any holds placed on your account by us. In the event, the electronic system is not working you will be limited to a maximum of \$200.

#### 4. PIN-LESS TRANSACTIONS

Transactions NOT approved by a Personal Identification Number (PIN) might be processed through a non-VISA network and may not be processed as a VISA transaction (e.g. transactions processed through Pulse or Accel/Exchange). A PIN-less transaction not processed as a VISA transaction does not include the benefits provided by VISA (e.g. zero liability, \$50 consumer loss cap, the VISA charge back and dispute resolution, provisional credit policies of VISA, etc). A VISA transaction would be ATM transactions or the use of a debit card as a “credit” transaction. The provisions of this Agreement and Disclosure concerning debit card usage relates only to VISA transactions and are inapplicable to non-VISA transactions.

#### 5. FEES AND CHARGES

- There will not be a transaction charge for each purchase or withdrawal made with the Check Card.
- There will be a \$5.00 fee to reissue a card or PIN.
- There will be a \$15.00 insufficient funds fee on a Check Card transaction, if applicable.
- There will be a 1% fee for each international transaction made with the Check Card when a currency conversion occurs. There will be a 0.8% fee when there is not a currency conversion.
- 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).

#### 6. DOCUMENTATION OF TRANSACTIONS

At the time of using a card you will receive a receipt when you use one of our terminals. 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 (405) 235-3030 or our Telephone Banking (405-787-4283) or access Online Banking to find out if the deposit has been made. You will get a monthly checking account statement and a quarterly savings account statement detailing all transactions posted to the account.

#### 7. REPORTING LOST OR STOLEN CARD(S) OR PIN

If you believe your card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 (VISA limitations are \$0 for Check Card except for negligence or fraud.) if someone used your card or PIN without your permission. If you do not tell us within two business days after you learn of the loss or theft of your card or PIN, and we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500. (VISA limitations are \$50, except for negligence or fraud.)

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we could have stopped someone from taking the money 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.

#### 8. BUSINESS DAYS

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

## 9. TELEPHONE NUMBER AND ADDRESS

If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe a transfer has been made using the information from your check without your permission, call: (405) 235-3030 during business hours and/or write: WEOKIE Federal Credit Union, P.O. Box 26090, Oklahoma City, OK 73126-0090. After business hours, weekends and holidays call 1-800-472-3272 option 2 for Check Card reporting.

## 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 calling or writing us at the telephone number or address listed under item #9 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we will require the request to be in writing and received by the credit union within 14 days after you call. (We will charge you for each stop-payment order you give. See the Fee Schedule located in the Disclosures and Schedules brochure for the fee amount.) If these regular payments may vary in amount, the person you are going to pay should advise 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.) 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. LIABILITY FOR FAILURE TO MAKE TRANSACTIONS

If we do not complete a transaction 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:

- If, through no fault of ours, you do not have enough money in your account to complete the transaction.
- If the ATM where you are making the transaction does not have enough cash.
- If the terminal or equipment was not working properly and you knew about the breakdown when you started the transaction.
- If your account has insufficient collected funds.
- If the funds in your account are subject to legal or other encumbrances.
- If you have reported your card or PIN lost or stolen.
- If your card or PIN is canceled.
- If your computer is not working properly or has been lost, stolen or destroyed.
- If your Online Banking privileges have been canceled.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

## 12. DISCLOSURE OF ACCOUNT INFORMATION

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

- where it is necessary for completing transactions; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- if you give us your written permission.

### 13. CANCELLATION

Cards - We are not, under any circumstances, obligated to reissue a lost or stolen card. We may cancel or invalidate your card at any time. You may cancel your card by cutting it in half and returning the pieces to us at one of our credit union locations or mailing it to the address in item #9.

### 14. CLOSING YOUR ACCOUNT

If you close your account(s) which are accessible by the card, you agree to return the card to us at that time. If your account is accessible by Online Banking, your access will be restricted.

### 15. APPLICABLE LAW

**This Agreement 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 by giving you notice as required by law of such changes.**

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS

Telephone us at: (405) 235-3030 or write us at: WEOKIE Federal Credit Union | P.O. Box 26090 | Oklahoma City, OK 73126-0090 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction 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. Please:

- Tell us your name and account number.
- Describe the error or the transaction 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 orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the result of our investigation within 10 business days (or 20 business days if the transaction occurred at a point-of-sale location or outside the United States) (or 5 business days for unauthorized use of a Check Card per VISA limitations) after we hear from you and correct any error promptly. If we need more time, however, we may take up to 45 days (or 90 days if the transaction occurred at a point-of-sale location or outside the United States) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transaction occurred at a point-of-sale location or outside the United States) (or 5 business days for unauthorized use of a Check Card per VISA limitations) 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. In case of errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or

questions. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.