

ELECTRONIC FUNDS TRANSFER

Your Rights and Responsibilities



P.O. Box 2116 • Newport News, VA 23609
(757) 877-2444 or (800) 359-7650

This disclosure governs any Electronic Funds Transfer made by you, or anyone authorized by you, through your Account(s) at 1st Advantage Federal Credit Union. The Electronic Fund Transfers we are capable of handling are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

In this disclosure "Card" refers to either your ATM card(s) and/or your VISA Check Card(s) issued by 1st Advantage Federal Credit Union. "Check Card" means only your Visa check Card. "You," "your" and "yours" refer to each person to whom the card is issued or to anyone you authorized to use the card. "We," "us" and "ours" refer to 1st Advantage Federal Credit Union. "Account(s)" shall refer to your share draft/checking account, share account or other accounts that may be accessed through the use of your card, phone, Advantagenet and electronic checks.

Electronic Device/Internet Transactions. Electronic Devices allow you to complete routine transactions with 1st Advantage Federal Credit Union such as withdrawals, transfers, loan advances, loan payments, balance inquiries by Electronic Device, and Electronic Check Conversions (includes Call-a-Teller and Advantagenet™ (Home Banking).

1. USING THE CARDS

Any financial service provided by 1st Advantage Federal Credit Union may be used for any transaction permitted by law. "I agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at 1st Advantage Federal Credit Union's discretion. I further agree, should illegal use occur, to waive the right to use 1st Advantage Federal Credit Union for such illegal activity directly or indirectly related to it. I also agree to indemnify and hold 1st Advantage Federal Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use."

2. FOREIGN TRANSACTION FEE (FTF)

Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by Visa. The rate Visa uses for a particular transaction is the rate Visa selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account. A fee of up to 1% will be charged on all transactions completed outside of the United States, where the cardholder's country code differs from the merchant's country code. A fee of up to 1% will be charged on all transactions completed in a 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.

3. LIMITS AND RULES ON TRANSFERS FOR ATM CARDS

You may access your account(s) by ATM and/or Point-of-Sale terminals at participating merchants using your ATM card and personal identification number to:

- Make deposits to share draft/checking account(s) with an ATM card.
- Make deposits to share account(s) with an ATM card.
- You may withdraw no more than \$500.00 in cash, per business day, in combination with ATM withdrawals from your share draft/checking account and share account(s). If you use your ATM card to make purchases at Point-of-Sale Terminals (participating merchants STAR and VISA), your daily limit is \$500.00. **(For security reasons, there may be times when this amount is temporarily reduced. When computer service is interrupted, the maximum withdrawal amount is limited to \$100.00.) You (member) are responsible for making sure there are sufficient funds in your account(s) to withdraw.**
- Get information about:
 - The account balance of your share draft/checking account(s) with an ATM card.
 - The account balance of your share account(s) with an ATM card.
 - Make payments from share draft/checking account(s) to loan accounts with us.

The balance limitations listed above are further limited by the available balance in your account and your open-end credit (if any).

4. LIMITS AND RULES ON TRANSFERS FOR CHECK CARDS

You may access your account(s) by ATM and/or Point-of-Sale terminals by using your Check Card and personal identification number to:

- Get cash withdrawals up to \$500.00 per calendar day from an ATM with your Check Card, or the available balance of your Account(s), whichever is less. **(For security reasons, there may be times when this amount is temporarily reduced. When computer service is interrupted, the maximum withdrawal amount is limited to \$100.00.) You (member) are responsible for making sure there are sufficient funds in your account(s) to withdraw.**
- Make purchases with your Check Card at a VISA accepting merchant, up to your available balance of your share draft/checking account(s).
- Make deposits to share draft/checking account(s) with a Check Card.
- Make deposits to share account(s) with a Check Card.
- Transfer funds from share to share draft/checking account(s) with a Check Card.
- Transfer funds from share draft/checking to share account(s) with a Check Card.
- Transfer funds from open-end line of credit to share draft/checking account(s) with a Check Card.
- Get information about:
 - The account balance of your share draft/checking account(s) with a Check Card.
 - The account balance of your share account(s) with a Check Card.

The balance limitations listed above are further limited by the available balance in your account and your open-end credit (if any).

5. CHARGES/FEEES FOR ATM/CHECK CARD TRANSACTIONS

ATM AND VISA CHECK CARD

For all ATM transaction fees, card replacement fees, and overdrawn fees, including foreign ATM transaction fees imposed by 1st Advantage, please refer to the current Rate and Fee Schedule. Proprietary ATMs are easily recognized by displaying the 1st Advantage logo. The 1st Advantage Rate and Fee Schedule does not include surcharge fees at other institutions. Fees appearing on the Rate and Fee Schedule are in addition to any surcharge added by another institution. 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.

- There is no charge for POINT-OF-SALE transactions performed at a participating merchant.

ATM

- | | |
|--|----------|
| • All 1st Advantage FCU ATM transactions | FREE* |
| • Foreign ATM withdrawals | \$1.00** |
| • Foreign ATM Balance Inquiries are each | \$1.25 |
| • Lost/Stolen/Damaged Card | \$5.00 |
| • ATM (NSF) Overdrawn Transaction | \$25.00 |

VISA CHECK CARD

- | | |
|---|-------------------------------|
| • Visa Check Card (NSF) Overdrawn Transaction | \$25.00 |
| • Foreign Transaction Fee | 1% of Amount After Conversion |
| • Fee-free ATMs Applicable with VISA "Check Card" at Allpoint, Co-Op and 1st Advantage ATMs | |

* All ATMs that are owned by 1st Advantage FCU

** Fee is in addition to any surcharge added by other institution

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. Please refer to credit union fee schedule for any additional fee that may apply.

Limitations on Frequency of Transfers – In addition to those limitations of transfers elsewhere described, if any, the following limitations apply:

During any statement period, you may not make more than six (6) withdrawals or transfers from your share account to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instructions. No more than three of the six (6) transfers may be made by check, draft, check card (if applicable) or similar order to third party. If you exceed the transfer limitations set forth in any statement period, your account will be subject to closure by the credit union. For security reasons, there are other limits on the number of transfers you can make by ATM.

6. CHARGES FOR ELECTRONIC FUND TRANSFERS

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized withdrawals from any type of account. Except as indicated elsewhere, we do not charge for electronic fund transfers.

7. RIGHT TO DOCUMENTATION

- **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or VISA merchant.
- **Pre-Authorized Electronic Transfers.** In addition to using the ATM personally, you can pre-authorize the Credit Union to make transfers electronically. These include pre-authorized payments such as insurance. Pre-authorized transfer authorizations must be in writing. Although you can call the Credit Union for information about the transfer, your only documentation of the transfer will be an entry on your periodic statement, which you will receive monthly if you have conducted any electronic transactions during that statement period.

8. STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

- **Right to Stop Payment and Procedure for Doing So.** If 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 disclosure in time for us to receive your request three (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 fourteen (14) days after you call.

- **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 three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- **Stop Payments on ATM, Check Card, Call-a-Teller and/or Advantagenet™ (Home Banking).** You do not have the right to stop payment on a transfer originated by the use of your ATM Card, Check Card, Call-a-Teller or Advantagenet™ (Home Banking).

9. OUR 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 transfers.
 - (2) If the transfer would go over the credit limit on your overdraft line.
 - (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 about 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) There may be other exceptions stated in our agreement with you.

10. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- (1) Where it is necessary for completing transfers.
- (2) In order to verify the existence and condition of your account for the third party, such as a credit bureau or merchant.
- (3) In order to comply with government agency or court orders.
- (4) If you give us written permission.

11. UNAUTHORIZED TRANSFERS

Tell us **AT ONCE** if you believe your card and/or code has been lost or stolen. The best way to minimize your possible losses is to telephone, although you may tell us in person or in writing. If your Visa Check Card is lost or stolen, your liability for unauthorized Visa transactions with the card, other than transactions at an ATM, is zero (\$0) if you notify us within two business days after discovering that your card is lost or stolen and a maximum of fifty dollars (\$50) if you notify us after two business days. Your liability for other assertions of unauthorized Visa transactions, other than unauthorized use involving an ATM, is a maximum of \$50. The provisions of this paragraph do not apply if you were grossly negligent or fraudulent in the handling of your account or card.

If we determine that the unauthorized use situation involving your Visa Check Card is not covered under the previous paragraph or if the unauthorized use involves your ATM card or other electronic fund transfer service, your liability is determined under this paragraph. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). If you believe your Visa Check Card or your ATM card 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 if someone used your card without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card 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, 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. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

12. ERROR RESOLUTION

In case of error or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure as soon as you can, if you think that 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 you 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 question in writing within 10 business days.

The credit union will notify you of the results of its investigation 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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances of your account history warrants a delay, in which case you will receive credit within 10 business days.) 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.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used during our investigation.

*If you give notice of an error that occurred within 30 days after you made the first deposit to your account, we will have 20 business days instead of 10 business days.

**If you give notice of an error that occurred within 30 days after you made the first deposit to your account, notice of an error involving a point-of-sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

13. BUSINESS DAYS

Our business days are Monday through Friday, excluding holidays.

14. FOREIGN CURRENCY

In the event that the use of the account involves foreign currency, your account will be billed/credited at the highest rate of conversion to U.S. dollars on the date the transaction is processed through our system. We are not liable to you for the fluctuation in the exchange rate occurring between the date of sale or payment and the date of conversion. Any charges paid by us to exchange processors will be applied to the transaction.

15. ATTORNEY FEES

If we ever have to file a lawsuit to collect what you owe us, you will be responsible for our reasonable expenses of collection, including court cost and attorney fees.

16. ELECTRONIC DEVICE/INTERNET TRANSACTIONS

Electronic Devices allow you to complete routine transactions with 1st Advantage Federal Credit Union such as withdrawals, transfers, loan advances, loan payments, balance inquiries by Electronic Device and Electronic Check Conversions (includes Call-a-Teller and Advantagenet™ (Home Banking)). In this service agreement the words "we," "us," or "the Credit Union" refer to 1st Advantage Federal Credit Union and the words "you" or "your" refer to the member.

This is the agreement which covers Electronic Device Systems and your personal authorization code. The use of Electronic Device Systems shall be subject to the following terms and conditions:

- a. The Credit Union allows you to choose your own personal authorization code to be used with Electronic Device Systems and Website account access.
- b. You agree that you will be the only one to use the personal authorization code. You will not divulge, give, or make it available to any other person, either directly or indirectly, at any time. You agree not to keep the Electronic Device authorization code in any place where it will be found with your member account number.
- c. The Credit Union will treat each transaction made at any Electronic Device (touchtone phone/computer) with your personal authorization code as having been made or authorized by you. If the account to which the Electronic Device transaction relates is a joint account, all those transactions will be binding on all parties to the account.
- d. You agree that any loss, theft, or unauthorized use of the personal authorization code will be promptly reported to the Credit Union.
- e. By executing master signature and authorization card, you acknowledge receipt of a copy of the Electronic Funds Transfer disclosure statement and terms and conditions pursuant to the Federal Electronic Funds Transfer Act prior to the first transaction. Your liability for unauthorized transactions is set forth in this Disclosure Statement. Limitations on our liability are also set forth in this Disclosure Statement.
- f. This agreement will be subject to the agreement and rules and regulations covering the account(s) to which the Electronic Device relates.
- g. Regulation D of the Federal Reserve restricts electronic withdrawals and transfers. No more than three such withdrawals or transfers from each savings account within a calendar month will be allowed. This limit applies to all Electronic Fund Transfers, whether done through Electronic Devices or otherwise. This restriction does not apply to share draft accounts. You agree that you will not use Electronic Devices to withdraw amounts of money in excess of your balance(s). If you have a preauthorized line of credit, you agree not to withdraw amounts of money in excess of your then available preauthorized credit limit(s). In the event that you do withdraw amounts of money in excess of your then available preauthorized credit limit(s), you hereby agree to authorize the Credit Union to debit any of your accounts not so overdrawn and thereby cover your unauthorized withdrawal.
- h. There may be a charge for usage of the Electronic Device Systems. Refer to the current fee schedule.
- i. You acknowledge and agree that this service agreement for use of Electronic Devices is subject to change at any time by the Credit Union upon 21 days' notice to you. This notice may be given by mail to your last known address or by posting a change of notice in the lobby of the Credit Union main office.
- j. If any of the terms of this agreement are determined by a governmental authority to be ineffective, the rest will continue in effect. A waiver of the Credit Union of any of these terms and conditions on any occasion will not constitute a waiver of the same or any other terms and conditions on any other occasion. Prevent others from obtaining your Personal Authorization Code. Anyone with your code and Credit Union account number will be able to access your account(s). If Electronic Devices are used to change your access code, we cannot tell you the new number.
- k. 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.