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Thinking Outside the Box

## ELECTRONIC FUND TRANSFERS

REV 03/13

### YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Funds Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be onetime occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check or draft conversion.** You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check or draft by other means such as by mail or drop box.
- **Electronic returned check or draft charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**MARS Telephone transfers - types of transfers --** You may access your account by telephone 24 hours a day at (305) 325-1380 or 1-888-348-6277 using your personal identification number, a touch tone phone, your account numbers, and your social security number, to:

- Transfer funds from checking (share draft) to savings (share).
- Transfer funds from savings (share) to checking (share draft).
- Transfer funds from line of credit to checking (share draft).
- Make payments from checking (share draft) to loan accounts with us.
- Make payments from savings (share) account to loan accounts with us.
- Request check withdrawal from your account, subject to CU verification prior to mailing check.
- Get information about:
  - the account balance of checking (share draft) accounts
  - the account balance of savings (share) accounts
  - the account balance of club accounts
  - the account balance of IRA accounts
  - the account balance of share certificates

**ATM Transfers - types of transfers, dollar limitations, and charges** -- You may access your account(s) by ATM using your ATM card or Visa® Check Card and personal identification number (PIN), to:

- make deposits to checking (share draft) account(s) with an ATM card only at ATMs owned or operated by us, and some Credit Union 24 ATMs
- make deposits to savings (share) account(s) with an ATM card only at ATMs owned or operated by us, and some Credit union 24 ATMs
- get cash withdrawals from savings (share) account(s) with an ATM card
  - you may withdraw no more than \$500.00(\$200.00 for 2<sup>nd</sup> Chance Checking Account) per day in combination with savings (share) ATM Withdrawals
- get cash withdrawals from savings (share) account(s) with an ATM card
  - you may withdraw no more than \$500.00 (\$200.00 for 2<sup>nd</sup> Chance Checking Account) per day in combination with checking (share draft) ATM withdrawals
- get cash withdrawals from line of credit with an ATM card only at ATMs owned or operated by us and some Credit Union 24 ATMs
- transfer funds from savings (share) to checking (share draft) account(s) with an ATM card
- transfer funds from checking (share draft) to savings (share) account(s) with an ATM card
- transfer funds from line of credit to checking (share draft) account(s) with an ATM card only at ATMs owned or operated by us and some Credit Union 24 ATMs
  - you may transfer no more than your line of credit available limit
- transfer funds from line of credit to savings (Share) with an ATM card
  - you may transfer no more than your line of credit available limit
- get information about:
  - the account balance of your checking (share draft) accounts with an ATM card
  - the account balance of your savings (share) accounts with an ATM card

Some of these services may not be available at all terminals.

**Types of ATM Card Point-of-Sale Transactions** -- You may access your checking account to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

**Point-of-Sale Transactions - dollar limitations and charges** -- using your ATM card:

- you may not exceed \$500.00 in transactions per day (\$250.00 for 2<sup>nd</sup> Chance Checking Account)

**Types of Visa Check® Card Point-of-Sale Transactions** -- You may access your checking account to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

**Point-of-Sale Transactions - dollar limitations** -- Using your Visa Check Card:

- transaction limitation: you may make no more than 15 transactions per day using your Debit Card

**Currency Conversion.** When you use your Visa® Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a wholesale market rate or the government mandated rate in effect the day before the processing date, increased by 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

## FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- Please refer to our separate fee schedule for additional information about fees.
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.
- **ATM Operator/Network Fees.** 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).

## 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 point-of-sale terminals.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.
- **Preauthorized credits.** 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 MARS at 305-325-1380 or 1-888-348-6277 to find out whether or not the deposit has been made.
- **Periodic statements.**
  - You will get a monthly account statement from us for your checking accounts.
  - You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

- **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: Write us at the address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we will require you to put your request in writing and get it to us within 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 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.

## FINANCIAL INSTITUTION'S 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 transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
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 that we have taken.
6. There may be other exceptions stated in our agreement with you.

## **CONFIDENTIALITY**

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

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us written permission
5. As explained in our notice of Privacy Practices.

## **UNAUTHORIZED TRANSFERS**

### **a) Consumer liability.**

- *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission).

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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 hospital stay) kept you from telling us, we will extend the time periods.

- *Additional Limit on Liability for Visa® Check Card.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Check Card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by VISA®, or to commercial cards.

**b) Contact in event of unauthorized transfer.** If you believe your card and/or code 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 brochure.

## **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions about Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think 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 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.
4. If you tell us orally, we 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 (5 business days for Visa® Check Card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Check Card point-of-sale transactions and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide 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

SOUTH FLORIDA FEDERAL CREDIT UNION  
MEMBER SERVICES  
1902 NW 14<sup>TH</sup> AVENUE  
MIAMI, FL 33125  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: (305) 545-0744 or 1-877-595-0744  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

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

As with all financial transactions, please exercise discretion when using an automated teller machine (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 deposit 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 of 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 electronic fund transfers 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 other 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 not 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.