

Electronic Fund Transfer Regulation E Disclosure ATM Service

This brochure contains information regarding your rights and responsibilities regarding electronic funds transfers. If you have any questions or require current rate and fee information on your accounts, please contact the credit union.

Electronic Funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you agree to the terms and conditions in this agreement and any amendments for the EFT services offered. This disclosure required by law, is designed to give you information concerning Electronic Fund Transfers. This disclosure applies to consumer accounts, which you have with San Tan Credit Union.

VISA Debit Card. You may use your card to purchase goods and services any place your card is honored by participating merchants. Funds to cover your card purchases will be deducted from your share draft/checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this agreement. You may use your card and PIN in automated teller machines of the Credit Union, Star, Cirrus, Member Access, Service Card System Networks, and such other machines or facilities as the Credit Union may designate. At the present time you may also use your card to:

- Make deposits to your savings and share draft/checking accounts.
- Withdraw Funds from your share savings and share draft/checking accounts.
- Make POS transactions with your card and pin to purchase goods or services at merchants that accept STAR.
- Order goods or services by mail or telephone from places that accept VISA.

ATM Card. You may use your card to:

- Make deposits to your share savings and share draft/checking accounts at selected ATM's.
- Withdraw funds from your share savings and share draft/checking accounts through the ATM's.

DOCUMENTATION OF TRANSFERS: You can get

a receipt at the time you use your VISA Credit or ATM cards at an ATM, a participating VISA merchant, POS (Point of Sale) merchant or financial institution. It is your responsibility to retain any and all slips furnished at the time of a transaction in order to verify your monthly statement. If you have arranged to have automatic loan payments, automatic transfers or direct deposits to your account at least monthly from the same person or company, you may call the credit union to find out whether or not the transaction has been made. You will get a monthly statement.

LIMITATION ON TRANSACTIONS USING YOUR CARD(S): For security reasons there are limits on the combined number of cash withdrawals and authorized Merchant transactions on your account(s) each day. Cash withdrawals from ATM's are limited to a combined total, not to exceed \$200.00 for each business day. Transactions through POS (Point of Sale) merchants will be limited to a combined total of \$500.00 per day. You may be charged a recovery fee up to \$50.00 if you and/or your joint owner(s) use VISA card (s) that have been reported lost or stolen.

Fees and charges. There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Fee Schedule. When using ATM's not owned by the Credit Union, you may be assessed a surcharge fee. The ATM owner imposes such fees, not your credit union. The Credit Union will assess a fee for each additional ATM withdrawal after (5) five. An NSF fee will be assessed for EFT Debits if funds are not available.

Stop payment. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Write us at 78 W Ray Rd Suite 1, Chandler Arizona 85225 in time for us to receive your request three business days or more before the payment is scheduled to be made. You may be required to complete our form within 14 days of your first notice to the Credit Union. 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.

CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS: If we do not complete a

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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:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit line on your overdraft line.
- If the Automated Teller Machine, ATM, where you are making the transfer does not have enough cash.
- If the Automated Teller Machine, ATM, was not working properly and you knew or should have known about the breakdown when you started the transfer.

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions.

DISCLOSURE 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 a third party, such as a credit bureau or merchant; (3) in order to comply with a government agency or court orders; (4) if you give us your written permission.

Preauthorized EFTs.

Direct Deposit. Upon instruction of (1) your employer (2) the Treasury Department or (3) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to any share or share draft checking account.

Preauthorized debits. Upon instruction, we will pay certain recurring transactions from your share savings and share draft checking account. (See transfer limitations)

ACH Transfers. You may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you received funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final

settlement.

Transfer limitations: For all share savings accounts, no more than six (6) preauthorized, automatic, or telephonic transfers may be made from these accounts to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers may be made to a third party by check, draft, or access card. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account. Electronic debits appearing as either point of purchase (POP), re-presented check (RCK), or preauthorized payment or deposit (PPD) authorized by you through a merchant and is subject to Regulation E.

Conditions of EFT Services

Ownership of cards. Any card or other device, which we supply to you, is our property and must be 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, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

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 your account in lieu of a cash refund.

Security of Access Code. The access code issued to you is for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you fail to maintain the security of these

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access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

Member Liability. You are responsible for all transactions you authorize using your EFT services under this agreement. If you permit other persons to use any EFT service, ATM card or VISA Debit card or your access code you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe your card has been lost or stolen or if you believe someone has used any EFT service, ATM card, VISA debit card or access code or otherwise accessed your accounts with us without your authority. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days of discovery that your card has been lost or stolen, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn that your card has been lost or stolen or that there has been unauthorized use of an EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you told us, you could lose as much as \$500.00. 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 you can call during normal business hours at (480) 963-5661. Or write to: San Tan Credit Union, 78 W Ray Rd Suite 1, Chandler Arizona 85225, or info@santancu.org.

Joint Accounts. If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and alone and together, shall be responsible for all EFT transactions to or from any share savings and share draft/checking or loan accounts as provided in this agreement. Each joint account owner, without the consent of any other account owner, may and hereby is authorized by every other joint account owner to make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the credit Union may accept order and instructions regarding any EFT transaction on any account from any joint account owner.

IN CASE OF ERRORS OR QUESTIONS ABOUT

YOUR ELECTRONIC FUND TRANSFERS:

Telephone us at (480) 963-5661 or write us at 78 W Ray Rd Suite 1, Chandler Arizona 85225 as soon as possible, 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 send the FIRST statement on which the problem or error appeared.

(1) tell us your name and account number.

(2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us orally, we reserve the right to require you to send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days, in case of a transfer resulting from a point-of-sale card transaction or a transfer initiated outside the United States) 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, in the case of a transfer resulting from a point-of-sale card transaction or a transfer initiated outside the United States) to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days (20 business days, in case of a transfer resulting from a point-of-sale card transaction or a transfer initiated outside the United States) 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. If we decide 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. We reserve the right to change the terms and conditions upon which this service is offered.

Termination of EFT Services. You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the credit Union. You also agree to notify any

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participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this agreement has been terminated and that we will not accept any further preauthorized transaction instructions. Whether you or the Credit Union terminates this agreement, the termination shall not affect your obligations under this agreement for any EFTs made prior to termination. This agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Arizona and local clearing house rules, as amended from time to time. In the event either party brings a legal action to enforce this agreement or collect any overdrawn funds on accounts accessed under this agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorneys fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions, if applicable. If there is a lawsuit, you agree it may be filed and heard in the county and state in which the Credit Union is located. You agree you will not use your card for illegal transactions.

CHECK 21

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from STCU may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights within this notice do not apply to original checks or to electronic debits to your account. However, you have right under other law with respect to those transactions.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account. For example, if

you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check. The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal, i.e., bounced check fees. The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2500 of your refund plus interest if your account earns interest within 10 business days after we receive your claim and remainder of your refund plus interest not later than 45 calendar days after we receive your claim. We may reverse the refund including any interest on the refund if we later are able to demonstrate that the substitute check was correctly posted to your account.

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at San Tan Credit Union, 78 W Ray Rd Suite 1, Chandler Arizona 85225, 480-963-5661, or info@santancu.org. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

