



## **ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURE**

### **01/01/2025**

This Electronic Funds Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Concho Educators Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means anyone (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

### **EFT SERVICES**

If EFT Services are approved, you may conduct anyone (1) or more of the EFT services offered by the Credit Union.

#### **DEBIT CARD – ATM (SAVINGS ACCESS ONLY).**

If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, Pulse networks, and such other machines or facilities as the Credit Union may designate. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Withdraw funds from your savings account
- Obtain balance information for your savings account.

The following limitations on Debit Card with ATM access only may apply:

- You may make six (6) cash withdrawals in any one (1) day
- You may withdraw up to a maximum of \$1,000.00 in any one (1) day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer

#### **DEBIT CARD (POS AND SIGNATURE BASED TRANSACTIONS)**

If approved, you may use your Visa® debit card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent for these transactions to be covered by the Credit Union's Overdraft Privilege service. Without your consent, the Credit Union may not use the Overdraft Privilege service to authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

If the available balance in your account is not sufficient to pay a debit card transaction amount and you have enrolled in the Overdraft Privilege services, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit 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 personal identification number (PIN) in ATMs of the Credit Union, and Pulse networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa and Pulse networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Withdraw funds from your savings and checking accounts
- Transfer funds between your savings and checking account
- Obtain balance information for your savings and checking accounts
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa
- Make purchases (Credit) transactions with your Visa Debit card to purchase goods and services at merchants that accept Visa
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Debit Card transactions may apply:

- You may make unlimited Debit Card purchases per day subject to sufficient funds in your account:
- You may purchase up to a maximum of \$2,500 per day
- You may make unlimited cash withdrawals in any one (1) day from an ATM machine
- You may withdraw up to a maximum of \$1,000.00 in any one (1) day from an ATM machine
- You may make unlimited POS transactions in any one (1) day.
- You may purchase up to a maximum of \$2,500.00 from POS terminals per day
- You may transfer up to the available balance in your accounts at the time of the transfer
- Debit cards shall be suspended from all transactions for loan delinquencies greater than 60 days.

## DEBIT CARD INFORMATION, AUTHORIZATIONS, & UNAUTHORIZED TRANSACTIONS

If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**Unauthorized Transactions:** Tell us AT ONCE if you believe your card and/or PIN 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 two (2) business days, you can lose no more than \$50 if someone uses your card without your permission.\* If you do not tell us within two (2) business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission had you told us, you can 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. If you believe your card and/or PIN 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 and address listed in this brochure. *\*Writing your PIN on your card or keeping it in proximity of your debit card (i.e., in wallet, purse, checkbook, etc.) is giving anyone permission to use your card.*

**Error Resolution:** In case of errors or questions about your electronic transfers, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, call or write us at the telephone number and address listed in this brochure as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error first appeared.

- your name and account number
- why you believe there is an error and the dollar amount involved; and
- approximately when the error took place.

If you tell us orally, 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 (20 business days if the transaction involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint (90 days if the transaction involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days (20 business days if the

transaction involved a point-of-sale transaction or a foreign initiated transfer) 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 questions in writing and we do not receive it within 10 business days, we may not recredit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## **CHECKS & BALANCES AUDIO RESPONSE TELEPHONE SYSTEM (ARU)**

If we approve Checks & Balances for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. Your accounts can be accessed under Check & Balances via a touch-tone telephone only. The Checks & Balances service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

At the present time, you may use Checks & Balances to:

- Obtain balance information for your savings, checking, loan, money market, club, and Line of Credit accounts
- Verify deposits made to your account including payroll deposits
- Determine if a particular check or item has cleared
- Transfer funds between your savings, checking, money market, club, and Line of Credit accounts
- Transfer funds from your savings or checking account to another member account (must be approved and set-up)
- Withdraw funds from your savings, checking, or money market accounts in the form of credit union teller check mailed to your address up to a maximum of \$1,000.00 in any one (1) day
- Make loan payments from your savings, checking, money market, and club accounts.
- Access your line of credit account and authorize a credit advance. Each credit advance is subject to approval by the loan department and could be denied for the following reasons:
  - a. past-due loan payments/previous past-due loan payments.
  - b. current loan forms not on file.
  - c. no funds available on a line of credit.
  - d. outstanding fees. Credit advances may increase your required monthly payment on your line of credit loan.

Credit advances are made in increments of \$10. Credit advances will be made in the form of a teller check mailed to your mailing address or as a transfer to your share account(s). The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

## **ONLINE & MOBILE BANKING DISCLOSURE**

**Online Account Access Agreement:** This page explains the terms and conditions for using our online banking service and provides certain disclosures and information to you concerning the service. Each of your accounts at Concho Educators is also governed by the applicable account disclosure/agreement and Truth-in-Savings disclosure you received when you opened your account.

**How to Access Your Accounts:** To access your accounts through our online banking service, you must have your account number and an online banking password. This information is requested when you enter our online banking pages. The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection we recommend that you change your online banking access password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers, and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between your accounts without your permission, notify Concho Educators at once. You cannot use email to initiate transactions, change information, or inquire on your account(s). We will not respond to these types of requests via email since we cannot be certain we are corresponding with you. Please use the appropriate functions within our online banking service, call, or visit the credit union for these functions. To obtain an initial password for the online banking service, please call or visit the credit union.

If Online or Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s).

**Available Services & Limitations:** The following functions may be performed by members through the service:

- **Account Balances & Transaction History:** You may view your share and loan account balances. You may also view the transaction history for any loan or share account. The main credit union computer system is always the official record of account history. The information regarding your account balances on this website is provided to you as a courtesy pursuant to your request.

- **Transfers:** You may transfer funds between your share or loan accounts as the account agreements may allow. We also allow transfers to/from your accounts located at another financial institution (\$2.00 fee for each transferring out).
- **Check Withdrawals:** You may request a check be mailed to you from your account.
- **Download Transactions:** You may link and/or download transactions in various formats (as available on our site) for import into personal financial software programs such as Quicken, QuickBooks on-line, and MS Money.
- **Check Search & View Check Images:** You may search and view checks that have cleared your account. You may also print images of paid checks that have cleared your account.
- **Check Orders:** You may reorder checks and/or view and order new check styles available through our check printer that we have affiliated with.
- **Statements:** You may look up your monthly statement summary and/or e-statements (if signed up) at no additional cost.
- **Debit Card Controls:** You may turn on or off your debit card and search for drafts that have cleared your account. You may also list clearings by date cleared or by check number. The oldest check available will vary but dates will convert back, at a minimum, to your last regular statement date.
- **Password Changes:** If you are an online banking user, you may change your password at any time from within the online banking section. For your protection we recommend that you change your online banking password regularly.
- **Add New Suffixes** (additional share accounts, certificate of deposit accounts, etc).
- **Make remote check deposits using the Remote Deposit Capture feature** (mobile banking App only), see separate Remote Check Deposits Terms and Conditions below for more details.
- **Additional Services:** From time to time, we will announce additional services which are available through our online banking. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced. We reserve the right to limit access or cancel on-line access at any time.

Your accounts can be accessed under Online Banking or Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

**Transfer Limitations** — For all money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. The maximum on-line transfer amount is \$20,000 per transaction (from savings to checking, checking to savings, savings to money market, etc.).

**Our Liability:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure 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 online banking equipment or software was not working properly and you knew about the breakdown when you started the transfer
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transfer despite reasonable precautions that we have taken.

**Liability for Unauthorized Transfers:** Tell us AT ONCE if you believe your password has been lost or stolen and immediately change your password from within the online banking section. Calling is the best way to notify us immediately. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without your permission. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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 kept you from telling us, we may extend the time. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please contact the credit union as soon as possible.

**Fees:** There is currently no fee for accessing your account(s) through our online banking service. We reserve the right to impose or change the fee amount, if necessary, after providing 30-days' notice to all users at the Online banking login page and/or email address. Your Internet service provider (ISP) may charge you a fee to access the Internet via its server and therefore we are not responsible for these fees.

**Termination of Electronic Fund Transfer Services:** You agree that we may terminate this agreement and your electronic funds transfer services if you, or any authorized user of your online banking services or password, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or password.

For members that have filed a petition seeking bankruptcy protection under any chapter of the U.S. Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. Section 362.

## OPERATING SYSTEMS AND SECURITY

Our online banking site is designed to operate using worldwide web technologies and protocols which are adaptable to a wide range of systems. The online banking section uses SSL encryption with multi-factor authentication and requires a browser with a current (unexpired) Security Certificate. Some older browsers may not be able to connect to the site without first updating the browser security certificate. We use cookies to help us administer the online banking section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security and allows us to 'time out' your authority to view information. We place the cookie with instructions that it can only be sent to a server in our online banking domain. A cookie cannot be used to extract data from your PC. We do not store your access code, user ID, or password in your cookie. The cookie we set will 'time out' your access authority to our online banking section. Until it times out, you can come back to our online banking without logging in. After the time out period, you will need to log in again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to exit the browser when you are finished with your session. The best way is to completely close out of the Internet entirely, so the next person to get on will have to start with a new connection and a new browser. This is especially important if you are using a public or shared computer.

We shall not be responsible for any other loss, damage, or injury whether caused by the equipment, software, and/or the online banking service, nor shall we be responsible for any direct, indirect, special, or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software, and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

**Privacy:** Our online banking database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to ensure the privacy of your information when sending data between our online banking server and your PC. All online banking logins are logged by the server. For authenticated members who use online banking, we collect and store certain information such as how often you visit the online banking section, dates and times of visits, and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer, or trade this information unless we are compelled to do so by law. We may gather and store additional information available to us on failed login attempts and other activities we consider a threat to our system. In these cases, we will share this information with other companies, agencies, and law enforcement officials as we determine necessary or as we are required by law.

You or any other party to your account can terminate this agreement by notifying us in writing. Termination of service will be effective on the first business day following receipt of your written notice. Termination of this agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. *Online banking services may be terminated to those members that cause a loss to the credit union.*

**Notices:** The credit union reserves the right to change the terms and conditions upon which this service is offered. The credit union will mail notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

## BILL PAY

We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. Concho Educators' Bill Pay is offered under the auspices and management of the iPay organization (formerly CheckFree). Please refer to relative disclosures on the Bill Pay website when enrolling for this service.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day
- The maximum amount of bill payments each day is \$9,999.99, if there are sufficient funds in your account

## PREAUTHORIZED EFT's

**Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and checking account.

**Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account.

**Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us in writing at any time up to three (3) business days before the scheduled date of the transfer. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.

**Notice of Varying Amounts.** If these 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 differs by more than a certain amount from the previous payment or when the amount falls outside certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer 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.

## 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.

**Foreign Transactions.** Visa Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

**Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access 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 authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**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 savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, 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 orders and instructions regarding any EFT transaction on any account from any joint account owner.

## 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 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. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

## FEES AND CHARGES

We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, *see our current Schedule of Fees and Charges* that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law. Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry. You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

## MEMBER LIABILITY

You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. **TELL US AT ONCE** if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that 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. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, **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 lost after the 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 your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, **call: 325-944-4551 or 866-820-2869** (Visa Lost/Stolen Department) or write to:

**Concho Educators Federal Credit Union  
P.O. Box 60976  
San Angelo, TX 76906**

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## RIGHT TO RECEIVE DOCUMENTATION

**Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement\* monthly unless there is no transaction in a particular month. In any case, you will receive a statement\* at least quarterly.

- **Paper Statements or Electronic Statements** (e-statement), depending on how your account is set up. See electronic statement disclosure below.
- **Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- **Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 325-944-4551. This does not apply to transactions occurring outside the United States.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- 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
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s)
- To comply with government agency or court orders, or
- If you give us your written permission

## **BUSINESS DAYS**

Our business days are Monday through Friday, excluding holidays.

## **CREDIT UNION 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit
- If you used your card or access code in an incorrect manner
- If the ATM where you are making the transfer does not have enough cash
- If the ATM was not working properly and you knew about the problem when you started the transaction
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction
- If the money in your account is subject to legal process or other claims
- If funds in your account are pledged as collateral or frozen because of a delinquent loan
- If the error was caused by a system of any participating ATM network
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have with regards to the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors
- Any other exceptions as established by the Credit Union

## **NOTICES**

All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. The use of the EFT services shall be subject to existing regulations governing your Credit Union account and any future changes to those regulations.



## ATM SAFETY PRECAUTIONS

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night
- Consider having someone accompany you when the ATM or night deposit facility is used after dark
- Close the entry door of any ATM facility equipped with a door
- 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. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, 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 or night deposit facility, consider using another ATM 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 performing a transaction, go to the nearest public area where people are located
- Do not write your personal identification number (PIN) or access code on your ATM card
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from your cell phone or the nearest available public telephone

## BILLING ERRORS

In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on where the problem or error appears.

Call us at: 325-944-4551 or write to:

**Concho Educators Federal Credit Union**  
**P.O. Box 60976**  
**San Angelo, TX 76906**

- Tell us your name and account number
- Describe the electronic 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 orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error has occurred within ten (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 ten (10)\*\* business days 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 credit your account. We will tell you the results within three (3) 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.

\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account. NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

## OVERDRAFTS

You agree that you will not use your ATM or debit card, PIN, or other EFT service to withdraw or transfer funds from your account in amounts exceeding the available balance in your account at the time of any such transfer. Subject to any overdraft protection arrangements you have made with us, you agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient

available funds in your account. The term "available funds" means your available balance, which is that part of your account balance that is not subject to a hold and is immediately available to pay transactions presented for payment. Please refer to the Overdrafts section of the Membership and Account Agreement for more information about the "available balance." If your account has sufficient available funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, then subject to applicable law, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion, including first honoring any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient funds available thereafter. At our option, we may also post all debit card transactions during any day before posting any other checks, withdrawal orders, or other electronic fund transfers presented or made. You agree that your use of an EFT service shall be subject to the Overdrafts section of the Membership and Account Agreement, our overdraft policies and procedures, and any overdraft line of credit agreement you may have with us. If you qualify for our Overdraft Privilege service, and you wish to have Overdraft Privilege consideration extended to your ATM and everyday (one-time) debit card transactions, you must complete a separate opt-in authorization. We will not consider paying any ATM or everyday debit card transactions using the Overdraft Privilege service unless you have separately opted in. Please contact us for an opt-in authorization form. The Overdraft Privilege service is not available for all accounts.

### **PRAUTHORIZATION HOLDS**

When you use your debit card at certain merchants such as self-service gas pumps, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization hold to cover the final transaction amount. The preauthorization hold may be in an amount greater than the actual purchase amount and may be placed on your account for up to 96 hours. You may not access funds that are subject to a preauthorization hold, and they will not be available to pay your transactions. Preauthorization holds may remain on your account for up to 96 hours after the transaction, even after the transaction has been paid. In addition, even after a preauthorization hold is released, the transaction may be posted to your account at any time. As a result, you must ensure that sufficient funds are available and remain in your account to pay for your debit card and all other transactions when presented. Preauthorization holds and other kinds of account holds can affect the availability of funds to pay any transaction on your account, including without limitation, checks, electronic transactions such as debit card, ACH, and other withdrawal transactions. You may incur overdraft or Insufficient Funds fees if sufficient funds are not available. To avoid fees, you must closely record and track all your transactions so that you always have a sufficient available balance to pay your transactions. To determine the amount of a preauthorization hold(s) placed on your account, you can ask the merchant. You may also check your available balance on the Online Banking and Mobile Banking systems, our First Teller audio response system, at most ATMs, or by contacting us. You must be enrolled in our electronic fund transfers services to use those services. You acknowledge and agree that you are responsible for ensuring that sufficient funds are always available in your account to pay your transactions. We are not responsible for any fees or other costs you may incur for payment or dishonor of items or payment orders because of preauthorization and other holds placed on your account funds.

### **GOVERNING LAW**

This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Texas, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

### **ENFORCEMENT**

You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

## REMOTE CHECK DEPOSITS

You must download the Concho Educators FCU Mobile App from one of the App Stores (Apple, Samsung, Google) in order to deposit checks made payable to you through the Remote Deposit Feature (this option does not work with a personal computer and web browser).

Please review these steps prior to submitting your check through the Remote Deposit App:

- Ensure your check is properly endorsed with your signature and account number
- Place check on a dark background
- Ensure you have good lighting, and you can visibly see the entire check
- Ensure your check is the only thing visible in the photo, and that all check edges can be seen
- Make sure you have not already deposited your check

In addition to the instructions above, please do not destroy or write VOID on your check for at least ten (10) business days after submission. This will allow you to redeposit the check if it is rejected during the clearing process either internally or through the Federal Reserve due to invalid endorsement, unclear images, or other reasons. All deposits are subject to a five-business day hold (excludes Saturday, Sunday, and Federal Holidays).

## SUBSTITUTE ELECTRONIC CHECK CONVERSION DISCLOSURE

**What is a substitute check?** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

To make check processing faster, federal law permits credit unions and banks to replace original checks with "substitute checks." These checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. Some or all the checks you receive back from us may be substitute checks. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under the law with respect to these transactions.

**What are my rights regarding substitute checks?** 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 the 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 the fees that were charged because of the withdrawal (for example, bounced returned-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. You are entitled also to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

**How do I make a claim for a refund?** If you believe you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us. *See the last page for our contact information.*

You must contact us within 60 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 if you are not able to make a timely claim because of extraordinary circumstances.

**Your claim must include:**

- a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
- an estimate of the total amount of your loss or loss
- an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- a copy of the substitute check.

## AUTOMATED CLEARING HOUSE (ACH) TRANSFERS

**ACH Transfers:** An Automated Clearing House Origination Transfer (ACHO aka External Transfer) agreement between Concho Educators FCU and a member will permit the member to initiate electronic credit and debit entries through Concho Educators FCU and other financial institutions by means of the Automated Clearing House Origination. Concho Educators agrees to act as an Originating Depository Financial Institution ("ODFI") with respect to such entries. Both parties agree to follow National Automated Clearing House Association ("NACHA") operating rules and guidelines. The rules may be obtained at [www.nacha.org](http://www.nacha.org).

The ACHO agreement will be required for each external financial institution that member requests a transaction link with. In addition to a completed agreement, the credit union will require a copy of a recent statement that coincides with the routing and account number on the agreement. This is to verify account ownership. Any request made by a person who is not the account holder will be declined. All documents must be received at least three (3) days prior to setting up the account. Concho Educators reserves the right to reject any credit entry that exceeds the daily standard exposure limit of \$1,500 (maximum debit or credit is \$1,500 per transaction) or violates the rules and guidelines. The credit union will make every attempt to notify members of any rejection items by telephone, email or in writing on the day of rejection. Concho Educators shall have no liability to the member for any valid rejection. The member will be responsible for resubmitting any rejected entry request that is later deemed approvable.

Members agree that they shall have no right to cancel or amend any external transfer after it has been received by Concho Educators unless the request complies with NACHA rules. Member agrees to reimburse Concho Educators for any expenses, losses or damages the credit union may incur in attempting to secure member's request for the cancellation or amendment. Concho Educators agrees to notify members no later than one business day after receipt of a returned entry for any reason from the other financial institution. The credit union is not under any obligation to retransmit the entry. Members agree to pay a \$30 return ACHO fee for entries returned unpaid to the credit union for any reason. Members agree that Concho Educators has the right to collect monies owed from any entry made under this agreement which includes all accounts owned by the member at the credit union.

From time to time, the credit union may amend some of the terms and conditions contained in this agreement. Such amendments shall become effective only after appropriate notification to the member. This agreement may be terminated by the member or the credit union at any time. Written notice will be required from the terminating party to the other party. Concho Educators processes ACHO files once each business day after 2:00p.m. CST, excluding federal holidays and weekends. The items will be posted to the respective accounts on the next business day by 9:00a.m. CST. There is a \$2.00 service fee per debit entry.

## **19. ELECTRONIC STATEMENTS**

By accepting the electronic statement agreement when you apply for the service, you consent and agree that we may provide your periodic statements electronically, and you will no longer receive a paper statement. All future statements will be electronic unless you revoke consent and convert back to paper statements.

To receive an electronic statement, you must provide us with your email address. If you change your email address, you must notify us of the change to receive future electronic statements, and you must include your old email address. You have the right to receive a paper copy of any of your periodic statements if applicable law specifically requires us to provide such documentation. A statement fee of \$3.00 per statement may apply. To request a paper copy of a statement, please contact us.

You may withdraw your consent and revoke your agreement to receive electronic statements at any time. To withdraw your consent and discontinue receiving your statements electronically, you must contact us at the above address. Should your consent be revoked, your next statement will be a paper statement. Concho Educators requires a minimum of ten (10) business days' notice prior to the processing of your next statement to convert from electronic statements to paper statements or from paper statements to electronic statements.