

# ELECTRONIC FUND TRANSFERS DISCLOSURES YOUR RIGHTS & RESPONSIBILITIES

## 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 lit. 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.

### LONGER DELAYS MAY APPLY

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available that you deposited.

## ELECTRONIC FUND TRANSFERS DISCLOSURES YOUR RIGHTS & 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.

**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).

**Telephone Banking Transfers** - types of transfers - You may access your account by telephone 24 hours a day at the telephone number provided by Essential using your personal identification number, a touch tone phone and your account numbers, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about the account balance of checking or savings accounts

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

- make deposits to checking or savings accounts with a Debit or ATM card at ATMs we own
- get cash withdrawals from checking or savings account(s) with a Debit or ATM card\*
- transfer funds from checking or savings account(s) with a Debit or ATM card\*
- get information about the account balance of your checking or savings account(s)

\* Members may withdraw up to a maximum of \$500.00 at ATMs per day.

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

**Types of Point-of-Sale Transactions (ATM Card)** - You may access your checking account(s) 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 - \$500 per day.

**Types of VISA® Debit Card Point-of-Sale Transactions:** You may access your share draft account(s) 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 complete any transaction at a merchant that accepts credit cards as payment. Point-of-Sale Transactions dollar limitations - There is \$7500.00 daily aggregate limit for transactions via debit card, provided you have funds available to cover the purchases.

**Online Banking Transfers** - types of transfers you may access your account(s) through [www.essentialfcu.org](http://www.essentialfcu.org) using your username and password to:

1. Transfer funds between checking, savings and money market accounts
2. Make payments from checking or savings accounts to loan and certificate accounts
3. Make payments to loan accounts from a third party financial institution using External Loan Transfer
4. Make payments from checking or savings accounts to third parties using the Bill Pay
5. Transfer or Request funds from a checking or savings account to a third party using PopMoney
6. Transfer or Request funds from or from a checking or savings account you own at another financial institution using External Account Transfer

All Online Banking features are governed by the Online Banking products terms and conditions.

**ATM Operator/Network Fees.** When you use an ATM not owned by Essential, 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 without a fund transfer). Please refer to fee schedule for all ATM fees and foreign ATM fees.

Foreign Transaction Currency Exchange Rate – A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

#### 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.
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

#### 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, the person or company making the deposit will tell you every time they send us the money.

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 transactions 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: Call or write us at the telephone number or 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 may also require you to put your request in writing and get it to us within 14 days after you call. The stop payment order will cease if you fail to provide the requested written confirmation of an oral stop payment within 14 days. We will charge you for each stop-payment order you give (\$ as per fee schedule).
- Notice of varying amounts. When a preauthorized electronic fund transfer from the consumer's account will vary in amount from the previous transfer under the same authorization or from the preauthorized amount, the designated payee or the financial institution shall send the consumer written notice of the amount and date of the transfer at least 10 days before the scheduled date of transfer.
- 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.

#### TERMINATION OF ATM AND POS SERVICES

You agree that we may terminate this Agreement and the use of your ATM Card or POS services if:

- You or any authorized user of your ATM, PIN or POS card or PIN breach this or any other agreement with us;
- We have reason to believe that there has been any unauthorized use of your ATM or POS card or PIN;
- We notify you or any other party to your account that we have cancelled or will cancel this agreement.

Termination of service will be effective the first business day following receipt of your written notice. Termination of the agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated prior to the termination.

#### 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. If your payroll check was not deposited on time.
7. There may be other exceptions stated in our agreement with you.

#### PROVISIONAL PAYMENT

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Under the operating rules of National Automated Clearing House Association, which are applicable to Automated Clearing Houses (ACH) transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more ACH and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Louisiana as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

#### 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 3rd party, such as a creditor or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us written permission.

#### UNAUTHORIZED TRANSFERS

(a) Consumer liability - 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 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.

(b) 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.

(c) 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 us at the telephone number or write us at the 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. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have 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. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.