

## ELECTRONIC FUNDS TRANSFER DISCLOSURE

This Electronic Funds Transfer Agreement is the contract, which covers your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by the NLRB FCU. In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applications, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share and share draft accounts you have with 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, jointly and severally, agree to the terms and conditions in the Agreement and any amendments for the EFT services offered.

### 1. TYPES OF TRANSFERS

- A. Direct Deposit of Payroll
- B. Direct Deposit of Social Security Payments
- C. Any other recurring payment to your account which is not originated by a check, draft or similar paper instrument.
- D. Transfers initiated by a telephone agreement (audio response, bill payer services, etc.)
- E. Debit Card transfers
- F. Automated Teller Machine (ATM). You may use your ATM/POS/Debit card only after you have received your Personal Identification Number (PIN). The ATM/POS/Debit card and PIN will allow you to withdraw as much as \$200 per day in cash from your share or share draft accounts and inquire on share or share draft balances.

G. Electronic check conversion. If you pay for something with a check or share draft, you may authorize it to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for return check fees.

### 2. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Tell us, at once, if you believe your ATM/POS/Debit card or PIN has been lost, stolen or used (or may be used) without your permission. The best way to minimize your possible losses is to telephone, although you may tell us in person or in writing. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM/POS/Debit card or PIN without your permission. If you fail to notify us within two (2) business days after you learn of the loss or theft of your ATM/POS/Debit card or PIN, you could lose as much as \$500.

If your statement shows any electronic transaction you did not make or authorize to be made, tell us at once. If you do not tell us within 60 days after the first statement that reflected the unauthorized transaction was mailed to you, you may not get back any money you lost after the 60 days. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the period.

If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account by using your card without your permission, call (202) 273-4300 or write:

NLRB FCU  
1099 14th Street, NW  
Suite C300 - Concourse Level,  
Washington, DC 20005

### 3. DOCUMENTATION OF TRANSACTIONS

You will receive a receipt at the time you use the ATM/POS/Debit card. You should retain these receipts for comparison to the information provided on your monthly or quarterly statements. If your account has been accessed by an EFT, you will receive a periodic statement monthly.

### 4. BUSINESS DAYS

Our business days are Monday through Friday, excluding legal holidays.

### 5. CHARGES/FEEES

There are no additional charges for the types of transfers listed above, but our normal account charges will apply. When using ATMs not owned by us, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

### 6. RIGHT TO RECEIVE INFORMATION CONCERNING TRANSFERS

If you have arranged to have electronic direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (202) 273-4300 to find out whether or not the deposit has been made.

### 7. LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to 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 circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.

a. **Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us in writing at any time up to the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

b. **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 would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

c. **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.

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

We will disclose information to third parties about your account or the transactions that are made:

A. Where it is necessary for completing transactions; or

- B. In order to verify the existence or condition of your account for a third party, such as a credit bureau or merchant; or
- C. In order to comply with government agency or court orders; or
- D. If you give us your written permission.

#### **9. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at (202)273-4300 or write us at : NLRB FCU, 1099 14th Street NW, Suite C300 - Concourse Level, Washington, DC 20005 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- A. Tell us your name and social security number.
- B. 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.
- C. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint in writing within ten (10) business days. You will be told when you report an error or ask for more information whether we require such written notice.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate

your complaint or question. If we decide to do this, we will credit your account, within 10 business days, 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 in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the document that we used in our investigation.

#### **10. SERVICE CHARGES AND TERMS**

Any service charges for ATM/POS/Debit services will be listed in the Credit Union's Rate and Fees Schedule. The current Rate and Fees Schedule is available at the Credit Union office. We reserve the right to institute or change these fees at any time. You will be notified in writing of any changes in these fees.

The Credit Union may change the terms of the ATM services from time to time, but a written notice of such change will be made available to you. However, we may, without notice, change the limits on the types and amounts of transactions that may be done with your card.



AMERICA'S  
CREDIT  
UNIONS™



NLRB Federal Credit Union is federally insured by the National Credit Union Administration, an agency of the U.S. government.

