

Electronic Funds Transfers (ETFs) - Your Rights and Responsibilities

This disclosure corresponds with section 2.00 of your Account Handbook.

The electronic funds transfers we handle are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference. Refer to the Fee Schedule for the costs associated with these services.

(a) DIRECT DEPOSITS – You may make arrangements for direct deposits to be accepted into your Checking or Share Savings account(s).

(b) PRE-AUTHORIZED WITHDRAWALS – You may arrange to pay certain recurring bills from your Checking or Share Savings account(s). (See Section 2.11 Automatic Bank Drafts.)

(c) PERSONAL IDENTIFICATION NUMBER (PIN) – The Credit Union may assign you a PIN, or you may select your own PIN to access your account(s). You agree to not select a PIN that is public information, such as your birth date, telephone number, social security number, address and other such common numbers.

(d) PIN CONFIDENTIALITY - You agree to not give or compromise this confidential PIN to anyone. You agree that any transaction authorized by the PIN is considered authorized by you. If your PIN is lost, compromised, or given to someone not authorized to conduct business on your account, you must **immediately** contact the credit union in writing to cancel the PIN. If you fail to cancel the PIN you must accept any transaction authorized on your account(s) through the use of the PIN.

2.01 ACCESS-24 AND CU@HOME INFORMATION & TRANSFERS

There is no fee to obtain information about your account on ACCESS-24 or TCCU@Home.

A fee is charged when information that is available through Access-24 or TCCU@Home is *provided by an employee* via the telephone. You may access your account by telephone 24 hours a day at (940) 855-2828 using your personal identification number or on the World Wide Web at www.TexomaCU.com using a separate P.I.N. Information available at either resource allows you to:

- ◆ Transfer funds from checking to share savings
- ◆ Transfer funds from savings to checking
- ◆ Transfer funds from savings to savings
- ◆ Make payments from checking or savings to loan accounts with us
- ◆ Get information about:
 - ⇒ the account balance of checking, savings, loan and all other accounts
 - ⇒ transactions in checking or savings accounts up to 30 days prior
 - ⇒ many other transactions available

2.02 ATM TRANSFERS – TYPES OF TRANSFERS AND FEES

You may access your account(s) by ATM using your ATM card and personal identification number (PIN), to:

- ◆ Get cash withdrawals from checking account(s)
- ◆ Get cash withdrawals from share savings account(s)
- ◆ Transfer funds from share savings to checking account(s)
- ◆ Transfer funds from checking to share savings account(s)
- ◆ Get information about:
 - ⇒ the account balance of your checking account(s)
 - ⇒ the account balance of your savings account(s)

There is a fee for each withdrawal, transfer, or inquiry from any ATM we do not own, which is called a “foreign” ATM. The owner of the “foreign” ATM machine may charge a “surcharge” fee, which we do not control. We do not charge TCCU members for transactions on ATM machines TCCU owns. Some of these services may not be available at all ATMs.

Members with certain types of accounts, such as TCCU Ultimate Rewards Checking, may become qualified on a month-by-month basis for reimbursement of ATM fees, whether foreign or TCCU-owned. See Account handbook for details.

2.03 ATM DEBIT CARD TRANSACTIONS (ATM CARD)

You may access your checking or savings account(s) to purchase goods (in person) and pay for services (in person). (See Debit Card Agreement for additional disclosures.) You agree to not hold us liable if the ATM machine you attempt to use or the ATM card issued to you does not operate.

2.04 DEBIT CARD TRANSACTIONS (VISA® CHECK CARD) – DOLLAR LIMITATIONS

Using your debit card:

- ◆ You may withdraw up to \$500.00 in the aggregate of the available balance funds in your checking account each day using your debit Visa® Check Card and/or your TCCU ATM Card.
- ◆ The amount available for transactions is determined based upon the available funds in your account at the end of each business day.

- ◆ You agree to not hold TCCU liable if the Visa® Check Card, ATM machine or Point of Sale (POS) device does not operate.
- ◆ A fee may be charged for use of the Visa® Check Card.

2.10 CHARGES FOR ELECTRONIC FUND TRANSFERS

- ◆ We do not charge for direct deposits to any type of account.
- ◆ We do not charge for pre-authorized withdrawals from any type of account.
- ◆ Except as indicated elsewhere, we do not charge for electronic fund transfers.

2.11 AUTOMATIC BANK DRAFT (START & STOP)

As a convenience to you, you may start an automatic bank draft to draft a 3rd party institution by issuing an order to us. Automatic bank drafts are used to withdraw from a third party institution to make loan payment(s) at TCCU. We are not responsible if there are not sufficient funds in your account to pay the draft. We may charge a fee to start such drafts.

You must notify us in writing to stop an Automatic Bank Draft. Until you notify us in writing, the automatic bank draft will continue even if the loan with us is paid in full. If your loan is paid in full and you did not notify us to stop the Automatic Bank Draft and we draft your third party account and your third party account has non-sufficient funds (NSF) you agree to not ask or demand we pay the NSF fees or to hold us liable in any manner.

2.20 RIGHT TO DOCUMENTATION

(a) 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 at third party point-of-sale (P.O.S.) terminals.

(b) DIRECT DEPOSITS

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call Access-24 at (940) 855-2828, or TCCU at (940) 851-4000 or use CU@Home to find out whether or not the deposit has been made. If the only transfers to or from your account are direct deposits, you will get a quarterly statement from us.

(c) PERIODIC STATEMENTS –

You will get a monthly account statement from us for your Checking account(s) if you have activity on the account(s).

You will get a quarterly account statement from us for your regular share savings account(s), unless there are electronic funds activities in a particular month. In that case, you will get a statement for that month.

2.30 STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

(a) Right to stop payment and procedure to initiate 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 is how:

Call or write us at the telephone number or address listed in this brochure (Section 2.71) in time for us to receive your request at least three business days 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.

A fee is charged for each stop payment order given whether in person or electronically (Access-24, CU@Home, etc). (See Section 1.35 - Stop Payments and Section 7.00 - Fee Schedule.)

(b) NOTICE OF VARYING AMOUNTS

If these regular payments may vary in amount (i.e. a utility bill), the company or person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

(c) LIABILITY FOR FAILURE TO STOP PAYMENT OF PRE-AUTHORIZED TRANSFER

If you order us in writing to stop one of these payments at least 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.

2.35 FUNDS TRANSFER AGREEMENT AND NOTICE

The State of Texas has adopted as law, Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. This law and regulation cover the movement of funds by means of wire transfer, automated clearing house (ACH) credits and some book transfers on the credit unions records.

The law is intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. This agreement contains several notices, which we are required to provide to you, and establishes other terms of agreement, which will apply to all funds transfers involving you and the credit union. Using the credit union to send or receive funds transfers shall constitute your acceptance of these terms of agreement.

To the extent that the terms contained in this agreement may differ from those in other agreements or terms of account, this agreement shall control and be deemed to modify such other agreements or terms of account.

1. This agreement and notice applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.
2. The credit union may establish or change cut-off times for the receipt and processing of funds transfers requests, amendments, or cancellations. Unless other times are posted for various types of funds transfers, the cut-off time will be 2:00 p.m. C.S.T. on each weekday that the credit union is open except Saturday. Payment orders, cancellations or amendments received after 2:00 PM may be processed on the next business day.
3. The credit union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with authorized access to the account from which the funds transfer is to be made.
4. The credit union may establish security procedures to verify the authenticity of a payment order. You will be notified of the security procedures, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the credit union in writing that you do not agree to the security procedure. In that event, the credit union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the credit union agree, in writing, on the alternate security procedure.
5. If you send or receive a wire transfer, Fedwire may be used. Regulation J, the law covering all Fedwire transactions, spells out your rights and liabilities in a wire transfer involving Fedwire.
6. If you give the credit union a payment order which identifies an intermediary or beneficiary's bank (recipient of the funds) by both name and identifying bank account number, a receiving bank may rely on the numbers and payment may be made by the beneficiaries' bank on the basis of the bank account number, even if the number identifies a person different than the named beneficiary. This means you are responsible to the credit union for any loss or expenses incurred if the funds transfer is completed on the basis of the identification number you provided the credit union, even if the numbers you give us are not correct.
7. The credit union may give you credit for automated clearing house (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the credit union receives final settlement of the payment. You agree that if the credit union does not receive such final settlement, that it is entitled to a refund from you for the amount credited to you in connection with the ACH entry. This means that the credit union may provide you with access to ACH funds before the credit union actually receives the money. However, if the credit union does not receive the money, the credit union may reverse the entry on your account and you would be liable to repay the credit union.
8. ACH transactions are governed by operating rules of the National Automated Clearing House Association (NACHA). In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipts of ACH items in the periodic statements, which we provide.
9. If the credit union becomes obligated under Article 4A to pay interest to you, you agree that the rate of interest shall be equal to the dividend rate, on a daily basis, applicable to the account at the credit union to which the funds transfer was made.

If you have any questions regarding this agreement and notice, resolve them before you sign the signature card agreement. Your signature on the signature card constitutes your acknowledgement and agreement to these terms.

2.40 TCCU's LIABILITY - LIABILITY FOR FAILURE TO MAKE TRANSFER

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 (see section 1.06 - Liability). 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 the transfer would go over the credit limit, or your overdraft privilege 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 we have taken.
6. There may be other exceptions stated in our agreement with you.

2.50 DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We are permitted to disclose information to third parties about your account or the transfers you make under the following conditions:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for an authorized third party, such as a merchant holding your check, or a credit bureau
3. In order to comply with government agency or court orders; or
4. If you give TCCU written permission to do so.

2.60 UNAUTHORIZED TRANSFERS

Tell us **at once** if you believe your ATM card, Visa® check card, or Visa®/Mastercard® credit card, code, or personal identification number (PIN), has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account, plus your maximum overdraft line of credit and your overdraft privilege limit. If you tell us within two business days, you can lose no more than \$50 if someone used your card without your permission, as long as you did not disclose your PIN, or permit your PIN to be disclosed, and you exercised reasonable caution to protect your ATM card and PIN.

If you do not tell us within two business days after you learn of the loss or theft of your card or PIN code and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you can lose as much as \$500.00.

If your statement shows unauthorized transfers, 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

If you believe your card 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 **immediately**. If you authorize someone to use your PIN for one transaction, and subsequently that person(s) uses the PIN for other transactions, whether specifically authorized by you or not, the subsequent transaction(s) are considered authorized by you. If you give your PIN to someone and you no longer want that person(s) to have access to money in your account, you must request that we issue you a new PIN and you agree not to disclose that PIN to anyone that you do not authorize to withdraw from your account.

If you do not exercise reasonable control over your card(s) and/or PIN, you may be liable for any losses that occur as a result. Examples of unreasonable care include leaving your card or PIN in an automobile, leaving them unsecured and in open view in your home, or entrusting them to persons of questionable character.

2.70 ERROR RESOLUTION

In case of errors or questions about your electronic transfer, call or write us at the telephone number or address listed in this brochure, Section 2.71, 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, write to us. We must hear from you no later than sixty (60) days after we sent the **FIRST** statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any).
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within sixty (60) days.

We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involved a point-of-sale (P.O.S.) transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale (P.O.S.) transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to take more than 10 or 20 days we will re-credit your account (known as "provisional credit") within 10 business days (20 business days if the transfer involved a point-of-sale (P.O.S.) 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 re-credit your account.

If we determine that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. Any provisional credit extended to you will be withdrawn from your account. If there are not sufficient funds in your account to debit the provisional credit, you agree to deposit that money within ten (10) business days.

2.71 CONTACT INFORMATION FOR ERROR RESOLUTION – BUSINESS DAYS AND HOURS

In case of errors or questions about your electronic transfers, write us at:

TEXOMA COMMUNITY CREDIT UNION
3800 SHEPPARD ACCESS RD., P.O. BOX 1320
WICHITA FALLS, TEXAS 76307
Phone: (940) 851-4000
Business Days: Monday through Friday

9:00 a.m. – 4:30 p.m. Excluding Federal Holidays
MORE DETAILED INFORMATION IS
AVAILABLE UPON REQUEST

2.72 MEMBER'S LIABILITY FOR UNAUTHORIZED TRANSACTIONS

You agree that any transaction authorized by your confidential and secret PIN is considered authorized by you. (See Account Handbook Sections 2.60 -UNAUTHORIZED TRANSFERS, 2.70 ERROR RESOLUTION and 2.99 NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS.)

You agree to not hold us liable for ATM or Point of Sale (POS) withdrawals if you wrote your PIN on your ATM card or Visa® check card jacket, or wrote it anywhere someone can identify your PIN. You agree to choose a PIN that does not contain part of your social security number, birth date, street address, zip codes, or sequential numbers.

You agree to report any unauthorized transaction, whether by fraud, forgery, error, or any other unauthorized transaction within sixty (60) days after your statement should be mailed. You further agree that if you do not report any unauthorized transaction within sixty (60) days that you have no right to expect reimbursement.