

# ***Virtual Branch Home Banking-cu@home***

## **E-SERVICES AGREEMENT AND DISCLOSURE STATEMENT *cu@home, Bill Pay, Mobile Money, Mobile Deposit***

### **Merced School Employees Federal Credit Union**

This Agreement establishes the rules that cover your electronic access to your account(s) at Merced School Employees Federal Credit Union ("Credit Union") through Virtual Branch Home Banking "cu@home". You will be bound by this Agreement when you enroll in cu@home. You also accept all the terms and conditions of this Agreement by using cu@home. Please read it carefully and retain for your records.

This Agreement is also subject to applicable federal laws and the laws of the State of California (except to the extent this Agreement can and does vary from such rules or laws). If any provisions of this Agreement are found unenforceable or invalid, all remaining provisions will continue in full force and effect. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party or any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement. This Agreement, together with the Membership and Account Agreement constitutes the entire agreement between you and the Credit Union with respect to the subject matter hereof and there is no understanding or agreements relative hereto which are not fully expressed herein.

The words "you", "your", and "yours" refer to the Merced School Employees Federal Credit Union member(s) jointly and severally. The words "we", "us", "our", and "Credit Union" refer to Merced School Employees Federal Credit Union. This Agreement and Disclosure Statement (hereinafter "Agreement") explains and describes the types of Electronic Funds Transfers which are available to you with our cu@home. This Agreement also contains your rights and responsibilities concerning transactions that you make through cu@home, including your rights under the Electronic Funds Transfer Act.

To qualify for access to cu@home, you must be a Credit Union member in good standing. Cu@home may not be accessible to Business and Organizational accounts. Other conditions may apply. Cu@home allows convenient access to your account information 24 hours a day. To use cu@home you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

#### **1. CU@HOME**

You may reach cu@home at [www.mercedschoolcu.org](http://www.mercedschoolcu.org). You can use cu@home 7 days a week, 24 hours a day, 365 days a year, although some or all of the cu@home services may not be available occasionally due to emergency or scheduled system maintenance. The use of your Logon ID is required to access cu@home. You can perform the following transactions on account(s) to which you are authorized and have been given access to:

- Obtain balances and other account information.
- Make transfers between accounts.
- View check copies and re-order checks (if set up for service)

#### **2. LIMITATIONS**

##### **a) Limitations on Transfers**

You agree not to use cu@home to initiate a transaction that would cause the balance in your designated account(s) to go below zero. If you have a line-of-credit, you agree not to use cu@home to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to

complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request. We also will refuse to complete your cu@home transactions if we have canceled your cu@home or we cannot complete the transaction for security reasons.

**b) Limitations on Transactions**

- The following are limitations to the use of the cu@home service:
- The maximum you may withdraw by check is \$10,000 during any 24-hour period.
- The maximum transaction amount is \$10,000 during any 24-hour period

**c) Transactions Available**

You may use your cu@home service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your savings or checking account and Line of Credit;
- Download transaction information to personal financial management software from savings or checking account;
- Make loan payments;
- Pay bills through Bill Pay from checking account; and
- View e-statements.

**3 FEES FOR CU@HOME**

Currently there is no monthly service fee for using cu@home; however, we may implement a fee as required by applicable federal and/or state regulations and in such case, we will notify you as soon as practicable. If at that time, you choose to discontinue using cu@home, you must notify us in writing.

**4 ACCOUNT STATEMENTS**

Your periodic statement will identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions.

**5 IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at 209.383.5550 or 800.542.2345 or write to us at P. O. Box 1349, Merced, CA 95341, 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. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. 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. 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 10 business days.

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 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 the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide 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.

\* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

\*\* If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate

## **6 LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

You will be liable for unauthorized access to accounts via cu@home to the extent allowed by applicable federal and state law. You must tell us AT ONCE if you believe your Member number, or Logon ID, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority. You may contact us by phone: 209-383-5550 or 800-542-2345, or by Mail: Merced School Employees Federal Credit Union P.O. Box 1349 Merced, CA 95341. Telephoning is the best way of minimizing your liability. You could lose all the money in your accounts, plus your maximum overdraft line-of-credit. If you tell us within two (2) business days of the loss, theft, or unauthorized access, you can lose no more than \$50 if someone accessed your account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized access, and we can prove we could have stopped someone from accessing your account without permission if you had notified us, you could lose as much as \$500.

Further, if your statement shows transfers that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not receive 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 notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

## **7 TRANSACTIONS THAT ARE NOT COMPLETED**

If we fail to complete a transfer to or from your designated account(s) on time and in the correct amount, and we have agreed to perform such transfer(s) (with certain exceptions), we may be liable for your losses or damages. Section 2, of this Agreement lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable:

- If we have terminated this Agreement.
- If through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions we have taken.
- You have reported an unauthorized use of your Member Number and Password, reported it as stolen, or requested that we issue a new Password, and we have as a result refused to honor the original Password.
- If your account is closed, frozen, or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- If any part of cu@home is not working properly and you knew about the problem when you started the transactions.
- If other exceptions are introduced as provided by applicable law.

## **8 INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS**

You authorize us to obtain any information deemed necessary to process your request for access to cu@home. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

- Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
- In order to verify the existence and condition of your designated account(s).
- In order to comply with orders or subpoenas of government agencies or courts.
- If you give us written permission.

**9 OUR BUSINESS DAYS**

Our business days are Monday through Friday, except Federal holidays and Credit Union holidays.

**10 PRE-AUTHORIZED PAYMENTS**

You may not use cu@home to enter into pre-authorized payment arrangements.

**11 OUR RULES AND REGULATIONS AND OTHER AGREEMENTS**

Your designated account(s) may also be governed by other agreements between you and us. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

**12 EVIDENCE**

If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.

**13 TERMINATING THIS AGREEMENT**

You can terminate this Agreement at any time by notifying us in writing and by discontinuing the use of your Logon ID. We can also terminate this Agreement and revoke access to cu@home at any time. Whether you terminate the Agreement or we terminate the Agreement, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Logon ID after this Agreement has been terminated.

**14 CHANGING THIS AGREEMENT**

We may change any term of the Agreement at any time. If the change results in increased fees for any services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of at least 21 days before the effective date of any such change, unless any immediate change is necessary to maintain the security of an account, or our electronic fund transfer system, or for any security reasons. We will post any required notice of change in terms in the quarterly newsletter, on our web site, personal E-mail, or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

**15 NOTICES**

All notices from us will be effective when we have mailed them or delivered them to the last known address in the Credit Union's records. Notices from you will generally be effective once we receive them at:

By Phone: 209-383-5550 or 800-542-2345 \_\_\_\_\_

By Mail: Merced School Employees Federal Credit Union  
P.O. Box 1349 Merced, CA 95341

Notices under Section 6 will be effective once you have done whatever is reasonably necessary to give us the information we need, such as by telephoning us.

**16 COLLECTION EXPENSE**

If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

## **17 GOVERNING LAW**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the state of California. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

## **Additional Disclosures Applicable To Mobile Banking Service-"Mobile Money"**

### **1 MOBILE MONEY**

To use the Mobile Money, you must meet all of the following criteria:

- Maintain an active Credit Union checking account;
- Be registered for the cu@home Home Banking service. Once registered for cu@home, you must log in to the service to register for Mobile Money; and
- Have a mobile device with a service plan that includes text messaging and data and Internet access. Third party fees may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information.
- Download the MSEFCU Mobile Application from your device's application store. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.

Complete Terms and Conditions for Mobile Money is available online when you register for the service or you may contact the Credit Union for more information.

### **2 MOBILE DEPOSIT DISCLOSURE AGREEMENT**

To use Mobile Deposit, you must meet all of the following criteria:

- Maintain an active Credit Union checking account;
- Be registered for the cu@home Home Banking service. Once registered for cu@home, you must log in to the service to register for Mobile Deposit;
- Have a mobile device with a service plan that includes text messaging and data and Internet access. Third party fees may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information; and
- Download the MSEFCU Mobile Application from your device's application store. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.

Complete Terms and Conditions for Mobile Deposit is available online when you register for the service or you may contact the Credit Union for more information.

## **Additional Disclosures Applicable to online Bill Payment-"Bill Pay"**

Use of the Bill Payment Service-"Bill Pay" indicates acceptance of terms and conditions set forth in the Online Banking Agreement & Disclosures and the terms and conditions set forth in this Bill Pay Agreement & Disclosures as each may be jointly and/or independently amended from time to time. This Agreement is provided in electronic form, and by using the Bill Pay you agree to accept the Agreement in that form. Please read the Agreement carefully because it is our legal agreement with you that governs your use of our Bill Pay. To use Bill Pay you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

### **1 INTRODUCTION**

Through cu@home home banking you may subscribe to our optional Bill Payment Service-"Bill Pay". Bill Pay allows you to schedule payments through the Internet for current, future, and recurring bills from your checking account with us.

You may use our Bill Pay to direct us to make payments from your designated checking account to the Payees you choose in accordance with this Agreement. The terms and

conditions of this Agreement are in addition to the agreements, disclosures and other documents in effect from time to time governing your deposit account with us, including the Deposit Account Agreement & Disclosures ("Deposit Agreement"), and the Online Banking Agreement & Disclosures.

"Bill Payment Service" and/or "Service" means the bill payment service "Bill Pay" that Merced School Employees Federal Credit Union makes available over the Internet. Merced School Employees Federal Credit Union, "we", "our", or "us" means Merced School Employees Federal Credit Union.

"Account" means the deposit account you designate to process Bill Payment transactions through. "Payee" or "Merchant" means anyone you designate and we accept as a payee. "Payment" means your remittance to a payee

## **2 REQUIREMENTS & RESTRICTIONS**

To subscribe to Bill Pay, you must designate a specific checking account to process your Bill Pay transactions through. The account you designate for this purpose must be in good standing with us in accordance with our criteria.

Bill Pay is intended for use only by individuals and sole proprietors. Other types of legal entities (partnerships, LLCs, corporations) are not permitted to use Bill Pay. We will not permit you to use a money market or savings account as your designated Bill Pay account because federal regulations require us to limit the number and types of transfers from money market and savings deposit accounts.

Requirements for dual signatures on checks **do not apply** to Bill Pay.

## **3 PAYEE DESIGNATION**

You can use Bill Pay to make payments to almost any Payee you want including individuals, local service providers, utilities, credit cards, or to make mortgage or loan payments, or charitable donations, etc.

**Bill Pay cannot be used to make payments for the following:**

- Tax payments to the Internal Revenue Service or any state, local or other government agency;
- Court-ordered payments such as child support or alimony; and
- Payees located outside of the United States.

By furnishing us with the names of your Payees (merchants and/or individuals) and their addresses, you give us authorization to follow the payment instructions, which you provide to us. When we receive a payment instruction for the current date or a future date, we will remit the funds to the Payee on your behalf from the funds in your designated account on the day you have instructed them to be sent (Payment Date). We are not obligated to pay funds from your account if the available account balance is insufficient to cover the payment. Funds for ALL bill payments, whether paid electronically or by check, will be withdrawn from your account no later than three (3) business days following the payment date.

We are not responsible if a payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a merchant, or if you attempt to pay a merchant that is not on your Merchant Accounts list.

## **4 RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS**

- 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 also stop any of these payments. Here's how: Call at 209.383.5550 or 800.542.2345 for Bill Pay services or write to us at P. O. Box 1349, Merced, CA 95341, in time for us to receive your request three 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 fourteen (14) days after you call.
- Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will 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.

## **5 TRANSACTIONS AVAILABLE**

You may use Bill Pay to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over an 18 month period.

## **6 LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of Bill Pay:

- Transactions may not exceed \$10,000 during any 24-hour period.
- The maximum you may withdraw by check is \$10,000 during any 24-hour period.
- Bill payments can only be made from your checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed;
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and
- The bill being paid must be in the member's name.

## **7 METHODS AND RESTRICTIONS**

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our Bill Pay provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

## **8 MEMBER RESPONSIBILITIES**

You are responsible for:

- Any late payment, late fees, interest payments, and service fees charged by merchant(s);
- Any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- Data input of payee information (payment amount(s), name, address and any other pertinent information);
- Written notification to the Credit Union in the event you wish to cancel this service; and
- You must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

## **9 MAKING/SCHEDULING PAYMENTS**

You may use Bill Pay to authorize recurring payments or non-recurring payments. Recurring payments are payments that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee. Recurring payments may be scheduled for up to ten (10) years. Non-recurring payments are a single, one-time payment to a specified Payee. Non-recurring payments may be scheduled to be initiated up to eighteen (18) months in advance.

Payments are processed Monday through Friday at 11 AM Pacific Time, except on Federal holidays. If you attempt to schedule a payment on a weekend or Federal holiday, you will be prompted to select a different date, or the payment will be processed on the preceding business day if it is an auto recurring payment. The payment method may be electronic or by check. The first Payment to a Merchant must be scheduled at least five (5) business days prior to the due date for each bill payment (recurring or variable) to allow adequate time for the payment to reach the Payee. The due date is the date the Merchant has set for payment, and should not be adjusted for any grace period or late date accommodations the Merchant may provide. Once the Service has been notified whether a Merchant accepts electronic payments or requires a paper check, after making the first Payment to that Merchant, the Service will display a message indicating that the Merchant requires either a two (2) day lead time for an electronic payment, or a five (5) day lead time if a paper check sent by regular mail is required.

Any Payments made with Bill Pay require sufficient time for your Payee to credit your account with them properly. To avoid incurring a finance charge or other charge, you must schedule a Payment sufficiently in advance of the due date of your Payment. If you fail to schedule your Payment according to the recommended timeframe, we will not be responsible for the late fees or finance charges. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in your designated account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations.

#### **10 CHANGE OR DELETE PAYMENTS/STOP PAYMENTS**

Any Payment can be changed or cancelled; provided you access the Service prior to 11 AM Pacific Time on the business day the Payment is going to be processed.

We shall not be liable to you due to a stop payment request if your order to do so is not presented prior to the time the check has cleared. Once the Payment has cleared, you can no longer stop payment.

#### **11 PAYMENT GUARANTEE**

If all Payment guidelines were followed and a payment is still posted late to your account with a merchant resulting in a late fee, at our discretion, we will make an attempt to have the Merchant waive the late fees. If the Merchant is unwilling to waive late fees, up to \$50 in late fees assessed by the Merchant will be covered by us. However, due to factors beyond our control such as the U.S. Mail and payment processing at the Merchant, it is not guaranteed that a Payment will post on the fifth business day (or second, if issued electronically). It is imperative to note that Merchant grace periods are not taken into consideration, and if adequate lead time prior to the payment due date was not allowed by you in scheduling the Payment, this Guarantee is void.

**NOTE:** If the Merchant is not willing to discuss late fees or status of the account with us, you will be notified and advised that the Merchant requires your authorization before further discussions can occur between us and the Merchant.

#### **12 LIABILITY**

You are solely responsible for controlling the safekeeping of and access to your Bill

Pay information. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your Online Banking logon password. In the event that you have experienced unauthorized access to our Bill Pay, you must notify us of the unauthorized access, identify any Payments made or potential Payments scheduled, and change your logon information.

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

In any event, we will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

### **13 INACTIVITY**

If you do not access or use Bill Pay for a period of more than three months, we may in our sole discretion, terminate your access to and use of Bill Pay without notice to you. If you choose to reactivate your account after it has been deactivated, we may charge a fee to reactivate it.

### **14 TERMINATION**

We reserve the right to terminate your use of Bill Pay at any time without prior notice to you.

If, for any reason, you should want to terminate your use of Bill Pay, we recommend that you cancel all future bill payments and transfers at the same time you terminate the service, either by deleting the payments yourself or by contacting the Credit Union as stipulated below. We will delete all outstanding payments (both one-time and recurring), as part of your Service termination.

We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through Bill Pay.

Should you opt to discontinue any of the accounts or services to which this Agreement pertains, written notice must be provided to us immediately at the following address.

### **15 AGREEMENT ASSIGNMENT AND AMENDMENT**

We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change electronically, and, at our option, by sending you notification in addition thereto. We will provide notice of thirty (30) days of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

## **Additional Electronic Fund Transfer Disclosure and Agreement**

This EFT Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of the Merced School Employees Federal Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Merced School Employees Federal Credit Union is given below, followed by specific disclosure information for each service. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by Merced School Employees Federal Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to Merced School Employees Federal Credit Union.

### **Personal Identification Number**

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM/Debit Card for transactions that require the use of a PIN. This number should be memorized. DO NOT write it on your ATM/Debit Card or where it is easily accessible to others. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one.

### **Right To Receive Documentation Of Transactions**

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

### **Your Liability For Lost, Stolen Or Unauthorized Transactions Involving Automated Teller Machine (ATM) Cards**

Tell us AT ONCE if you believe your ATM/POS Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic 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 you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM/POS Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your ATM/POS Card or PIN, and we can prove that we could have stopped someone from using your ATM/POS Card or PIN 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the ATM/POS Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

### **Your Liability For Lost, Stolen Or Unauthorized Transactions Involving Debit Cards**

Tell us AT ONCE if you believe your Debit Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows 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 you have one with us). If you tell us within 60 days of our sending your statement, you can lose no more than \$50 if someone used your Debit Card without your permission. 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 close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we will extend the 60-day period by a reasonable period.

### **Special Notice To Visa Debit Cardholders**

If there is an unauthorized use of your VISA Debit Card or a Plus network or Interlink

transaction, and the transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to VISA Corporate Card Transactions, VISA Purchasing Card Transactions, Anonymous VISA Prepaid Card Transactions, ATM cash disbursements processed on non-VISA or non-Plus networks, or non-VISA PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

### **How To Notify The Credit Union In The Event Of An Unauthorized Transaction**

If you believe your ATM/POS/Debit Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 209.383.5550 or 800.542.2345 or write to us at P. O. Box 1349, Merced, CA 95341.

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

### **Business Days**

Our business days are Monday through Friday, excluding holidays.

### **Our Liability For Failure To Make Transfers**

If we do not complete a transaction to or from your savings or checking 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:

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your ATM/POS/Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) your ATM/POS/Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

### **In Case Of Errors Or Questions About Your Electronic Transfers**

Telephone us at 209.383.5550 or 800.542.2345 or write to us at P. O. Box 1349, Merced, CA 95341, 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. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. 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 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 10 business days.

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 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 the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide 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.

\* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

\*\* If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate.

### **Charges**

In order to obtain the electronic services listed, you must open and maintain a savings or checking account. All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule which accompanies this Disclosure and Agreement.

### **Disclosure Of Account Information To Third Parties**

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

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

### **Address Change**

Keep the Credit Union informed of your current address to insure correct mailing of monthly statements.

### **Amendments**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM Cards, POS Cards or designated accounts.

### **Termination**

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your ATM/POS/Debit Card or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your ATM/POS/Debit Card, PIN or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your ATM/POS/Debit Card, PIN or account; or
- c) you or any authorized user of your ATM/POS/Debit Card, PIN or account request that we do so.

### **Additional Benefits/Card Enhancements**

The Credit Union may from time to time offer additional services to your account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

### **Waiver Of Rights**

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

### **Other Agreements**

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of

the terms or conditions of any other agreement you may have with the Credit Union.

### **Severability**

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

### **Who Is Bound By This Agreement**

Each person who signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

### **Signatures**

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

## **Additional Disclosure Applicable to ACH Services**

### **Documentation Of Direct Deposit**

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 us at 209.383.5550 or 800.542.2345 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

### **Choice Of Law**

We may accept, on your behalf, payments to your account that have been transmitted through one or more Automated Clearing Houses (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 California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

### **Disclosure Of Right To Stop Payment**

a) 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's how:

Call us at 209.383.5550 or 800.542.2345 or write to us at P. O. Box 1349, Merced, CA 95341, in time for us to receive your request three 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.

b) Notice of varying amounts.

If these regular payments vary in amount, the 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.

### **Transactions Available**

You may use your ACH services to perform the following transactions:

- Make deposits to your savings or checking account;
- Make loan payments;
- Pay bills directly from your savings or checking account in the amounts and on the days you request;
- Authorize a merchant or other payee to make a one-time electronic payment from your share draft/checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your share draft/checking account for returned check fees or returned debit entry fees.

All payments and deposits are subject to later verification by us.

## **Additional Disclosures Applicable to ATM and POS Services**

## **Rules For Use**

By using your ATM/POS Card with your personal identification number (PIN) at automated teller machines ("ATM's") or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your savings or checking account(s) in accordance with the instructions given at the terminals. All ATM/POS Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

## **ATM Fees**

When you use an ATM not owned by Merced School Employees Federal Credit Union, 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. A fee will not be imposed for use of an ATM or Debit Card issued by Merced School Employees Federal Credit Union for use of an electronic terminal operated by Merced School Employees Federal Credit Union.

## **Transactions Available**

You may use your ATM/POS Card to perform the following transactions:

- Make deposits to your Regular Savings or checking account;
- Withdraw cash from your Regular Savings or checking and Line of Credit account;
- Transfer funds between your Regular Savings and checking account;
- Make point-of-sale payments for goods and services to others from your checking account;
- Access your Line of Credit Account for loan advances; and
- Make account balance inquiries.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

## **Limitations On Transactions**

You must open an A+ Checking Account or Dollars & Cents Checking and maintain a minimum balance of \$25 in your Regular Savings Account or open an ABC Account and maintain a minimum balance of \$5 in your Regular Savings Account to use all of the services listed above. If you request an ATM Card and do not have a checking account you must maintain a balance of \$5 in your Regular Savings Account and you will be limited to ATM services only. You may make ATM cash withdrawals up to \$500 and POS transactions up to \$2,500 each 24-hour period as long as your available balance will cover the transaction. You may make up to nine (9) ATM transactions each 24-hour period. There are no limits on the number of daily POS transactions you may make. Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

## **Access Cards**

All ATM/POS/Debit Cards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM/POS/Debit Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

## **ATM Safety**

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATM's when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/ envelopes before leaving your vehicle.
- Have your ATM Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your ATM Card away and leave.

- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your ATM Card or anywhere else in your wallet; thieves can easily figure out the reason for "hidden" or "secret" numbers.

### **Foreign Transactions**

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percentage point (1%) fee charged by the Issuer.

### **Additional Disclosures Applicable to Audio Response "Day and Night Teller"**

#### **Transactions Available**

You may use your Day and Night Teller service to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your savings or checking account;
- Transfer funds between your savings or checking and Line of Credit account;
- Transfer funds between your savings or checking account to another member's Credit Union account;
- Access your Line of Credit Account to request loan advances; and
- Make loan payments.

All payments and deposits are subject to later verification by us.

### **Additional Disclosures Applicable to ATM Debit Card Services**

#### **Issuance Of Card**

"Card" means the Merced School Employees Federal Credit Union's ATM Debit Card and any duplicates, renewals or substitutions the Credit Union issues to you; "Account" means the account designated on the application for your Debit Card.

#### **Responsibility For Transactions**

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your Debit Card PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the account are binding on all Account holders.

#### **Limitations On Dollar Amounts And Frequency Of Transactions**

Purchases made above the floor limit of the merchant will require an authorization number from VISA.

#### **Use Of The Card**

You may use the Card and PIN to:

- Withdraw cash from your savings or checking and loan account at ATMs, merchants, or financial institutions that accept VISA Debit Cards;
- Transfer funds between your savings or checking account you have with the Credit Union;
- Make deposits to your savings or checking account at the Credit Union; and
- Purchase goods or services at places that accept VISA Debit Cards (these are point-of-sale or POS transactions);

You may use the Card and PIN to:

- Purchase goods or services at places that accept VISA Debit Cards;
- Order goods or services by mail, telephone or Internet from places that accept VISA Debit Cards;
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other Debit Card network; and
- Make automatic payments from your checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

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

Use of the card, the account number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor VISA Debit Cards is an order by you for the withdrawal of the amount of the transaction from your account. Each transaction with the card will be charged to your account on the date the transaction is posted to your account. When the Credit Union receives notification of a Debit Card transaction, it will put a hold on an equivalent amount of funds in your checking account for 3 days or until the day the transaction is charged to your account.

All card transactions covered by this Agreement are subject to the terms and conditions of your account agreements with us governing the affected accounts, except as modified by this Agreement. Any future changes to your account agreements may affect the use of the card.

### **Illegal Use Of Visa Debit Card**

You agree that your VISA Debit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

### **Overdrafts**

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your account from any other account you have with the Credit Union, except an Individual Retirement Account.

### **Refusal To Honor Card**

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your account, or for their retention of the card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the card or for their retention of the card.

### **Foreign Transactions**

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate VISA itself receives, or the government-mandated

rate in effect for the applicable Central Processing Date in each instance, plus a one percentage point (1%) fee charged by the Issuer.

## ***Regulations Relating to Fund Transfers***

### **Applicable Law**

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

### **Funds Transfer Cut-Off Time**

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 12:00 p.m. on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

### **Service Charges/Fees**

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 the right of access to the account from which the funds transfer is to be made. Please refer to our Schedule of Fees and Charges for current fees.

### **Security Procedures**

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, 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 that 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 an alternate security procedure.

### **Use Of Fedwires**

If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.

### **Identification Of Beneficiary**

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

### **Identification Of Beneficiary And Intermediary Bank By Number**

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

### **Provisional ACH Payments**

The Credit Union may at its discretion 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 are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that 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, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

**Notice Of Receipt Of ACH Funds**

ACH transactions are governed by operating rules of the National Automated Clearing House Association. 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 receipt of ACH items in the periodic account statements which we provide.

**Receipt Of Incoming (Non-ACH) Funds Transfers**

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

**Payment Of Dividends (Or Interest)**

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.