

Greenwich Municipal Employees Federal Credit Union
Electronic Funds Transfer Disclosure and
Card Holder Agreement

As a valued member of the **Greenwich Municipal Employees Federal Credit Union**, you can take advantage of our many convenient electronic services. We are providing you with this Electronic Funds Transfer (EFT) Disclosure and Agreement, as amended from time to time (“Agreement”), to inform you of the terms and conditions governing the use of our electronic transfer services. If you use or allow others to use your electronic services offered by the Credit Union, you are agreeing to the terms and conditions of this Agreement whether you or someone you authorize uses the services. In this Agreement, the term “you” and “your(s)” refer to you, the member, and the terms “we,” “us” and “our(s)” refer to the Credit Union. The Credit Union may not offer all services discussed in this Agreement at this time.

GENERAL DISCLOSURE STATEMENT

EXCEPT WHERE OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT ON ELECTRONIC FUNDS TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES AND/OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

1. Types of EFT Services. EFTs we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.

a. Automatic Teller Machines (ATMs). The Credit Union may issue an ATM card and Personal Identification Number (“PIN”) to be used to make transactions. You can use your ATM card at the Credit Union’s ATMs to:

- Withdraw cash from your share and share draft checking account(s) designated in your Account Agreement
- Check the balances in the savings and/or checking account(s) designated in your Application (this is called an “inquiry”)
- Transfer funds between the account(s) designated in your Application

b. VISA Check Card® (and additional ATM card services). If we issue you a VISA Check Card, you may use your card as an ATM card as defined above, and to purchase

goods and services from participating merchants who accept VISA. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the credit union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. We are not required to make this payment on your behalf unless we have agreed to do so. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. At the present time, and in addition to the ATM functions, you may also use your VISA Check Card to:

- Make POS (Point-of-Sale) transactions with your card and PIN to purchase goods or services at merchants that accept VISA Check Card.
- Order goods or services by mail, telephone, or online from places that accept VISA Check Card.

For your protection as well as ours, we impose a daily limit on your card. There is no limit on the number of transactions you may make in any one category up to your daily limit and provided there are sufficient funds in your account. However, for security purposes, there may be other limits on the frequency and amount of transfers available at ATMs.

You may transfer up to the available balance in your accounts at the time of the transfer. See Section 2 for transfer limitations that may apply to these transactions. The current limits are:

DAILY ATM LIMIT: \$ 305.00 per day.
DAILY POS LIMIT: \$ 915.00 per day.
COMBINED DAILY LIMIT: \$1,220.00 per day.

c. Audio Response. If we approve Audio Response for your accounts, a separate PIN will be assigned to you. You must use your PIN along with your account number to access your accounts. You may use Audio Response to:

- Transfer funds from your designated accounts
- Obtain balance information for your designated accounts
- Make loan payments from your designated accounts
- Determine if a particular item has cleared
- Verify the last date and amount of your payroll deposit
- Change your PIN

Your accounts can be accessed via a touch tone telephone only. Audio Response service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted each day for brief data processing. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day. See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs. We can help you establish automated methods of receiving deposits to your account or making payments from your account.

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

- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share, and share draft account. See Section 2 for transfer limitations that may apply to these transactions.

Stop Payment Rights. You can stop us from making a payment you have previously authorized. To stop payment, call us during our business hours at one of the phone numbers found at the end of this disclosure or write to us at the address found there or e-mail us at www.gmefcu.com. Debit Card transactions cannot be stopped. To stop a payment, we must receive your notice at least three (3) business days or more before the payment is scheduled to be made. If you call us or tell us orally, we may also require you to put your request in writing at the above address and get it to us within fourteen (14) calendar days after you call. Your stop payment notice will apply only to that particular payment. To be certain that a third party does not bill you again for the payment you previously stopped or to cancel the entire pre-authorized payment arrangement, you must cancel the authorization with the third party (i.e., a merchant, financial institution or insurance company).

The standard stop payment fee as stated in our Schedule of Fees and Charges applies for each stop payment request you place.

If you order us to stop one of these payments 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.

Any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made.

Unless otherwise provided in this Agreement, you may not stop payment of Electronic Fund Transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not stop payment.

- **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.

e. **Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for something with a check or share draft you may authorize your check or share draft to

be converted to an EFT. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

f. Our Online Access. We have an Online Branch where you can access many of our regular branch services. If we approve the Online Branch for your accounts, a separate PIN will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time, you may use the Online Access to:

- Transfer funds from your share, share draft, and club accounts
- Obtain balance information for your share, share draft, club, loan, and CD accounts
- Make loan payments from your share, share draft, and club accounts
- Access your line of credit account. (If applicable)

Your accounts can be accessed under the Online Branch using a personal computer. Online Branch will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction that draws upon insufficient funds, exceeds a credit limit, lowers an account below a required balance, or otherwise requires us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day. See Section 2 for transfer limitations that may apply to these transactions.

g. Bill Pay. We will process Bill Pay transfer requests electronically from your share draft checking account to creditors you designate. You may be required to complete another agreement to use this service. We will not process any Bill Pay transfer if the required transaction information is incomplete. We will withdraw the designated funds from your share draft account for Bill Pay transfer by the designated cut-off time on the date you schedule for payment. We will process your Bill Pay transfer within a designated number of days before the date you are scheduled for payment. You must

allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave sufficient time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. There is no limit on the number of Bill Pay per day.

2. Transfer Limitations. Under Regulation D, excluding share draft checking Accounts and Visa Check Card use as assigned to your share draft checking Account, the member is permitted to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another GMEFCU account of the member or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, Visa Check Card, or similar order made by the member and payable to third parties payable at or through a U.S. branch or correspondent financial institution will not be made available to you until we receive notification of payment. Any withdrawals from a Christmas Club must be made in person and will close the account at a \$5.00 fee.

3. Conditions of EFT Services.

a. Ownership of Cards. Any card or other device that we supply is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person. But you are responsible if you allow someone else to use your card.

b. Honoring the Card. Neither we or any merchant authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA Check Card from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA Check Card itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the

processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

d. Security of Access Code. You may use one or more access codes with your EFTs. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

f. Overdrafts. If available. You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account. If you do not have share draft checking line of credit privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other Account you have with the Credit Union. You agree that we may also withdraw funds from any direct deposit Social Security or Veterans Retirement payment you receive. You agree not to use your Card for a transaction that would cause the balance in any selected Share Savings or Share Draft Checking Account to go below zero or that would cause a withdrawal or transfer

from an Account that you do not have or have not selected. We will not be required to complete any such transaction, but if we do, you agree to pay us the excess amounts of improperly withdrawn or transferred funds immediately upon request.

4. Fees and Charges.

- a) Withdrawals: \$1.00 per transaction
- b) Replacement of lost Debit Card:
 - a. 1st occurrence \$10.00 per card
 - b. 2nd occurrence \$20.00 per card
- c) Replacement PIN: \$5.00 per PIN

SURCHARGE FREE WITHDRAWALS: GMEFCU is a member of Allpoint Network, America's largest surcharge-free ATM network. Go to www.gmefcu.com and click on the Allpoint ATM Locator

We will notify you of any changes as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. Your Liability for Lost, Stolen or Unauthorized Transactions Involving an ATM/POS Card or PIN Transaction. You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your card without your permission. Tell us immediately if your statement has transfers that you did not make. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at: (800) 554-8969. Then, during business hours, call the credit union at: (203) 869-5280. Then write to us at 439 West Putnam Avenue, Greenwich, CT 06830.

6. Right to Receive Documentation.

a. Periodic Statements. Transfers and withdrawals made through any debit card transactions, audio response transactions, preauthorized EFTs, electronic/PC transactions or Bill Pay you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or debit card transaction with a participating merchant.

c. Exception for receipts in small-value transfers. A financial institution is not required to make available a receipt if the amount of the transfer is \$15 or less. The fact that an institution does not make a terminal receipt available for a transfer of \$15 or less is not an error for purposes of Error Resolution.

d. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling or going online at www.gmefcu.com. This does not apply to transactions occurring outside the United States.

7. Business Hours. For purposes of this Agreement, our business days and hours are Monday through Friday, excluding Federal holidays.

Lobby Hours are Monday thru Friday, 8:00 a.m. to 4:00 p.m.

8. Our Liability for Failing to Make Transfers. If we do not complete a transaction to or from your account(s) on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are some important exceptions. We will NOT be liable, for instance, if: through no fault of ours, you do not have enough money in your account to make the transaction; the terminal where you were making the transaction did not have enough cash; the ATM or network system was not working properly; circumstances beyond our control (such as fire, flood, power failure, or computer downtime) prevented the transaction, despite reasonable precautions that we have taken; the money in your account is subject to an uncollected funds hold, legal

process or any other encumbrance or agreement restricting a transaction; your ATM/POS and Check Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly; your ATM/POS and Check Card or PIN has been reported lost or stolen and we have blocked the account; or 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.

9. Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

10. Your Rights in Case of Errors or Questions About Your Electronic Transfers. In case of errors or questions about electronic funds transfers from your accounts, telephone us at the following number and/or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at: (203) 869-5280. Then write to us at: 439 West Putnam Avenue, Greenwich, CT 06830.

After hours only, for Lost or Stolen Debit Cards, call: 800-554-8969.

- a. Tell us your name and account number.
- b. Describe the electronic transfer you are unsure or have a question about. Explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you give us this information orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put

your complaint or question in writing and we do not receive it within ten (10) days, we may not credit your account. We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. You agree to cooperate with our investigation by promptly responding to our oral or written questions or requests for additional documents or proof.

11. Termination of EFT Services. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. If you do not return the cards, you should cut them up into small pieces. You also agree to notify any participating merchants that authority to make Bill Pay transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

12. Evidence. Any documentation provided to you which indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima-facie (self-evident) proof such transfer was made.

13. Disclosing Your Account Information to Third Parties.

- We will disclose information to third parties about your account or the transfers you make: when necessary to complete a transaction you initiated; to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- to comply with government agency or court orders or other legal process; or
- with your oral or written permission. Additional information is available by reviewing our Right to Member Privacy disclosure. If we discover that an unauthorized disclosure has occurred, we must inform you within three (3) days of discovery.

14. Enforcement. You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to

collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection action.

15. Advisory Against Illegal Use

You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

16. Governing Law.

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state where the credit union has its main branch.

17. Prohibited Means of Identification

My Social Security Number cannot be used as the primary identification number, although it can be used as a secondary aid to identify me.

18. Criminal Liability

Procuring or using a card, code, or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

19. Safety.

The following information is a list of safety precautions regarding the use of ATM and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.

- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police department from the nearest available public telephone.

20. Suspension of Obligations

If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions, preventing such a transfer, then my obligation is suspended until the transfer can be completed, unless that person demands, in writing, payment by other means.

21. Advisement of Remote Deposit Availability.

In addition to the other terms and conditions in this Disclosure and Agreement there are specific terms and conditions applicable to the Remote our Deposit Capture service. Please refer to the Remote Deposit Capture Agreement available on our website or to the consumer account holders disclosure that accompanies this disclosure.

22. Mobile Banking.

You may use your web-enabled mobile phone to access our On Line Branch and view the following: account balance, transaction history, payment history, account alerts, check status and secured messages from the Credit Union. You may also conduct a transfer and schedule a payment. All terms and conditions applicable to On Line Branch apply to Mobile Access. You may be charged access rates, check with your service provider.

AUDIO RESPONSE and TELEPHONE TRANSFERS (TELLER 24)

1. Types of transfers

You may access your account by telephone 24-hours a day at:

1-800-964-8563

Using your personal identification number, a touch tone phone, and your account numbers, you can:

- transfer funds from share draft/checking to share draft/checking
- transfer funds from share draft/checking to share savings
- transfer funds from share savings to share draft/checking
- transfer funds from share savings to share savings
- make payments from share draft/checking to loan accounts with us
- make payments from share savings to loan accounts with us

Get information about:

- the account balance of share draft/checking accounts
- the last five deposits to share draft/checking accounts
- the last five withdrawals from share draft/checking accounts
- the account balance of share savings accounts
- the last five deposits to share savings accounts
- the last five withdrawals from share savings accounts

NOTICE: At GMEFCU we are serious about keeping you safe from debit card fraud. As a part of this effort, we have software in place that may block out-of-state or international transactions. International debit card fraud is one of the fastest growing fraud trends in the country. By blocking these transactions we can stop international debit card fraud before you become a victim. To learn how to unblock your card(s) when traveling, please call the credit union at 203.869.5280.