



Electronic Fund Transfer Agreement and Disclosure October 2019

In this Agreement and Disclosure, sometimes referred to as “this agreement” or “these disclosures,” the words “you,” “your,” and “party” refer to any person to whom a Greater Texas Federal Credit Union ATM or VISA DEBIT Card (collectively, the “card”) is issued, any person to whom a Personal Identification Number (PIN) is issued in connection with any such card, any person authorized to use or given access to use any such card or PIN, any person authorized to access or has been given the authority to access an account online or via mobile device and any primary or joint owner on any consumer Credit Union account which may be accessed by an Electronic Funds Transfer. The words “we,” “us,” “our,” and “Credit Union” refer to Greater Texas Federal Credit Union. You agree that all Electronic Funds Transfers initiated or authorized by you shall be governed by the terms of your Membership and Account Agreement with us, your ATM and Visa Debit Card Agreement and Disclosure (if you have been issued a qualifying card), the other applicable agreements, disclosures, and schedules referenced herein, all of which are available at <https://www.gtfcu.org/resources/account-disclosures>, and the terms and conditions set forth in this Electronic Funds Transfer Agreement and Disclosure.

The following disclosures provide important information concerning your rights and responsibilities when you make transfers to and from your accounts. They are provided pursuant to the Electronic Fund Transfers Act (“Act”) and Federal Reserve Board Regulation E.

Note to Business Account Holders, Trust Account Holders and Health Savings Account Holders: This Agreement and Disclosure only applies to Credit Union consumer accounts used for personal, family or household use and does not apply to Credit Union Business Accounts (organizations, partnerships, corporations, sole proprietorships, LLCs, charity and donation accounts, memorial accounts or other associations), Trust Accounts, Health Savings Accounts or any “non-consumer” account. Except as may be provided in any other agreement you have with us governing your accounts, this Agreement and Disclosure is provided to Business Account, Trust Account and Health Savings Account holders for informational purposes only and is not intended to expand the scope or coverage of the Act or Regulation E. The liability and error resolution sections disclosed below for unauthorized transfers and/or errors on consumer accounts do not apply to transfers made to or from Business Accounts, Trust Accounts or Health Savings. You agree that all unauthorized Electronic Funds Transfers from your Business Accounts, Trust Accounts or Health Savings are your sole monetary responsibility and that we are not liable for any such losses under any circumstances.

1. Electronic Funds Transfers include (but are not limited to) the following Credit Union Services:

- a. **Direct Deposits.** You may authorize certain electronic deposits from third parties (such as payroll or U.S. Treasury) to be accepted into your share draft, share or money market account(s).
- b. **Preauthorized Payments/Transfers/Check Conversions and Collections via ACH.** You may authorize payments and transfers (either one-time or recurring) to be debited from your share draft or share account(s) and paid to a third party electronically via ACH (Automated Clearing House). You may authorize a third party to convert certain payments made with paper checks into electronic ACH transactions. In addition, you may also authorize a third party to initiate an ACH electronic transfer for the purpose of collecting on a returned check.

- c. **Digital Banking and Telephone Transfers.** You may access your account 24 hours a day online, via computer, mobile device or by touch-tone telephone at (512) 451-5195, OR (800) 749-0179. With your account number and your PIN (or username and password) you may:
- transfer funds between your share draft account(s), share account(s), and money market account(s);
 - make payments from your share draft and share account(s) to loan accounts with us;
 - obtain information regarding:
 - your last fifteen withdrawals from share or share draft account(s);
 - specific checks that have cleared your share draft account; and
 - your loan balances;
 - make an Account to Account transfer from your account with us to another member's account at the Credit Union (A2A); and
 - perform other Electronic Funds Transfers as permitted by our digital and telephone systems and made available by us from time-to-time.
- d. **ATM transactions.** Using either the ATM or VISA DEBIT card, you may access your accounts through ATMs we own and operate and through ATMs owned and operated by other financial institutions. When using an ATM you may:
- withdraw cash from your share draft and/or share account(s);
 - transfer funds between your share draft and share account(s);
 - obtain information about the account balances in your share draft and share account(s); and
 - make cash or check deposits at machines owned by us (subject to availability).
- e. **VISA DEBIT Card transactions.** You may access your checking account to purchase goods and pay for services worldwide wherever Visa is accepted by using a VISA DEBIT card with a PIN, chip or signature. You may conduct transactions in person at the point-of-sale. You may pay for goods or services over the phone or online. You may initiate or accept person to person (P2P) transactions via participating mobile applications. You may pay for goods and services via mobile wallet or mobile payment platforms. You may also withdrawal cash from your checking account at any participating financial institution in the form of a cash advance.

Please note the following with regard to Electronic Funds Transfers:

- We may follow all instructions given via machine, electronic device and/or personal computer by you.
- Each ATM and VISA DEBIT Card is our property and will be delivered to us immediately upon request or may be revoked by us without prior notice.
- You agree to indemnify and hold us harmless from any costs or damages sustained as a result of carrying out your instructions in a reasonable manner.
- All deposits are subject to verification prior to being credited to any account. Deposits in check form are credited subject to collection. We may impose holds on funds deposited in any ATM for a period allowed by law.
- You must authorize in writing or a similar authenticated document a recurring electronic debit from your account(s).
- You understand that service may be interrupted from time to time each day for data processing and system maintenance.
- You understand that service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and that there may be limits on the duration of each access.

Paper checks, wire transfers, securities and commodities transfers and auto-transfers conducted by the Credit Union are not considered Electronic Funds Transfers and are not covered as such by the terms of this Agreement and Disclosure.

2. Transfer Limitations.

a. Dollar Limitations. (Dollar limits are subject to network availability and may change without notice.)

1. ATM Withdrawals. You may withdraw up to \$1025 in the aggregate of the balance of the available funds in your account each day using the card and PIN subject to network availability. Some ATMs may require multiple withdrawals to reach \$1025.
2. POS (Point of Sale)/Phone/Online/Mobile Wallet/Cash Advance Transactions. You may spend up to \$2,500 in the aggregate of the balance of the available funds in your account each day.
3. Account to Account Transfers (A2A). Using our A2A service, you may transfer up to \$750 in the aggregate of the balance of the available funds in your account each day.
4. Person to Person (P2P) Transactions. Using our P2P service, you may send up to \$500 in the aggregate of the balance of the available funds in your account each day. These limits will vary if you use a P2P service not operated by us.
5. You agree that we may alter these dollar transfer limits without prior notice and at our sole discretion. You agree that we are under no obligation to temporarily or permanently alter these limits at your request.

b. Frequency Limitations.

1. One-time or recurring transfers and/or payments from your Credit Union savings or money market account to another account or to a third party by ACH, POS (point-of-sale) card network, telephone, computer or mobile device are limited to six (6) per statement cycle.
2. The following transactions are not subject to any frequency limitations:
 - withdrawals and transfers made at an ATM from your Credit Union savings or checking account with us;
 - POS/Phone/Online/Mobile/P2P payments and transfers made from your Credit Union checking account with a VISA DEBIT card or via ACH; and
 - credits or deposits issued from third parties to your Credit Union savings or checking account.

3. Fees. Our fees are set forth in the Fee Schedule available at the web address listed above and at any of our branch locations (the "Fee Schedule"). The Fee Schedule may change from time-to-time, and we will post any updated Fee Schedule on our website and at our branches as and when it becomes effective. We currently charge a fee of \$1 for each transaction performed at an ATM that we do not own, operate or otherwise partner with in excess of 5 per month. In addition, the owner or operator of said ATM may charge you a fee. We do not charge for any other electronic transfer or services requested in connection with an electronic fund transfer or a card except as may be indicated elsewhere in these disclosures and in the Fee Schedule.

4. Business Days. For purposes of these disclosures, our business days are Monday through Friday, excluding holidays.

5. Documentation.

a. Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using an ATM or POS terminal. Subject to terminal or merchant participation.

b. Periodic Statements. You will receive a monthly statement from us for your checking and money market accounts. You will receive a monthly account statement from us for your savings accounts unless there are no transfers in a particular month. In any case, you will get a savings account statement at least quarterly. Statements will be mailed to the address on file in your account.

6. **Contact in Event of Unauthorized Transfer.** If you believe your card, PIN, wallet, purse or checkbook has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(512) 458-2558
FAX (512) 458-1062
Nationwide (800) 749-9732

or write to:

Greater Texas Federal Credit Union
Member Services Department
6411 North Lamar Boulevard
Austin, Texas 78752-4088
For VISA Activation or Lost/Stolen Card contact:
1-877-703-5978

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

7. **Confidentiality.** We will disclose existing information (as updated by you or us) about your account or Electronic Funds Transfers you make to third parties:
- (a) Where it is necessary for completing transfers, or
 - (b) In order to verify the existence and condition of your account for a third party, such as a merchant, or
 - (c) In order to comply with a government agency, law enforcement, or court order, or
 - (d) In order to execute fraud-monitoring notifications and/or requests to verify suspicious activity, or
 - (e) If you give us your express permission.

We will disclose existing information (as updated by you or us) to specific merchants about your account and the recurring transfers you authorize unless you notify us in writing at least 20 days before your next transfer to that specific merchant is to occur.

Otherwise, we will disclose information to third parties about your account or the transfers you make only in accordance with our Privacy Policy.

8. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting.

You agree that an Electronic Funds Transfer is considered “unauthorized” if it was conducted by a person other than you without actual authority to initiate the transfer and you have NOT directly or indirectly benefitted from or received merchandise, service or funds from said transfer. Tell us AT ONCE if you believe your card or PIN has been lost or stolen and/or you believe there are unauthorized transfers appearing on your account. Notification may be given in person, in writing, electronically, or via telephone. 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). You must notify us of any unauthorized Electronic Funds Transfers appearing on your statement as soon as possible. If you do not notify us of unauthorized transfers within 60 days of our transmittal of that statement, you may be fully liable for all subsequent unauthorized transfers occurring after those 60 days if we can prove that we could have stopped someone from taking the funds 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 provided you can submit sufficient proof to us. After your initial notification you will be required to complete a written claim on forms provided by us and return those forms to us either in person or by mail to the address listed in section 6 of these disclosures; submission of these forms electronically or by fax will be permitted. We must receive the completed forms in their entirety before any credit for unauthorized transfers may be issued to your account. Should you fail to complete and/or submit to us all of the required forms

within 10 business days of your initial notification to us, we may decide not to credit your account until we complete an investigation of your claim (which may last up to 90 days).

(a) Visa Zero Liability For All Visa Network, POS, Mail, Internet, Telephone or Mobile App/Banking Transactions Using The VISA DEBIT Card:

- If you believe the card or card number has been lost, stolen or compromised your liability for unauthorized transactions will be zero provided you notify us either in person, in writing, electronically or over the phone in accordance with the prompt reporting requirements specified in the above provisions of this section 8. "Zero Liability" may not apply if you are grossly negligent or fraudulent in the handling of your account or card; in those cases, your liability for unauthorized purchases will be determined at our sole discretion.

(b) Liability for all other unauthorized Electronic Funds Transfers:

- If you discover unauthorized Electronic Funds Transfers on your account and you notify us within two business days of your discovery, your total liability shall not exceed \$50. We will determine the amount of your liability at our sole discretion.
- If you do NOT notify us within two business days after you discover unauthorized Electronic Funds Transfers and we can prove we could have stopped someone from initiating the unauthorized transfers had you notified us within two business days of your initial discovery, you will be liable for all unauthorized transfers occurring two business days after your initial discovery in an amount not to exceed \$500; in addition, your liability for unauthorized transfers during the first two business days after your initial discovery shall not exceed \$50. Your total liability will be determined at our sole discretion.

(c) Permission Granted to conduct an Electronic Funds Transfer: You do not need to notify us should you choose to extend permission to another individual to conduct an Electronic Funds Transfer from your account. If you give or have given permission to another individual to conduct an Electronic Funds Transfer you will be fully liable for the transfer including cases in which you believe the authority you granted was exceeded or that the transfer performed by said individual was not authorized. The authority you grant to an individual to conduct an Electronic Funds Transfer remains in effect until you tell us otherwise. Please notify us in writing at once if an individual who has your permission to conduct an Electronic Funds Transfer is no longer authorized to do so. If you have notified us in writing and the individual named in your notice to us later performs unauthorized transfers on your account, we may refer to this section 8 of including subsections (a) and/or (b) above to determine your liability.

9. Preauthorized Payments.

- 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 as follows: You must call us or write us at the telephone number or address listed in section 6 above 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 deliver it to us within 14 days after you call. In addition, if you notify us that your authorization is no longer valid, we may confirm that you have informed the payee that your authorization has been revoked and we may require a copy of your notarized revocation of authorization as written confirmation, to be provided within 14 days of any oral notification. If we do not receive the required written confirmation within this time period, we may honor subsequent debits to the account. To be sure that a third party does not bill you again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, you should contact the third party.

- b. **Notice of Varying Amounts.** If these regular payments may vary in amount, the person or company you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- c. **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. In order to comply with your stop pay request, we reserve the right to close down your check card without notice in order to prevent losses and/or damages; in these cases we may order another card for you immediately.
- d. **Fees.** There is no fee to stop pay on a check card transaction. Fees will apply for each non-card related stop payment order you give as set forth in our Fee Schedule. Currently, there is a charge of \$26.00 for each non-card related stop payment order you give.
10. **Credit Union's Liability.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - If the transfer would go over the credit limit on your overdraft line of credit or draw your account below any required minimum balance.
 - If the terminal or system where you are making the transfer does not have enough cash.
 - If the automated teller machine or system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - If the funds in your account are subject to an administrative hold, legal process or other claim.
 - If the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
 - If your card or PIN is reported lost or stolen, or we have reason to believe there may be an unauthorized use.
 - If we are holding uncollected funds in your account and the transaction would require use of those funds.
 - If we have suspended or terminated your ability to use your card or PIN.
 - If technical or legal limitations prevent us from performing the requested transaction.

There may be other exceptions stated in our Agreement with you.

11. In Case of Errors or Questions about Your Electronic Transfers.

Call or write us at the telephone number or address listed in section 6 of these disclosures as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we mailed the FIRST statement on which the problem or error appeared in order to retain your full rights to a timely investigation and/or provisional credit (if applicable). When you call or write, you must:

1. Tell us your name and account number;
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; and

4. Supply us with any documentation or proof upon our request

Regardless of how you initially notify us we will require that you complete a written claim using our forms 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 provisionally 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 provided you have completed a written claim on our forms within 10 business days of your initial notification to us. If you give notice of an error within 30 days after the first deposit to the account was made (and you have not had any other account with us for at least 30 days at that time), we will tell you the results of our investigation within 20 business days after we hear from you. If we need more time to investigate, we will provisionally credit your account within 20 business days so that you will have the use of the money during the time it takes us to complete our investigation provided you have completed a written claim on our forms within 10 business days of your initial notification to us. If your notice of an error involves a transfer that was not initiated within the State of Texas and/or was a point-of-sale card transaction and/or was transacted within 30 days after the first deposit to the account was made, the extended investigation period described above will be 90 days rather than 45 days. We will tell you the results of our investigation within three business days after completing the 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.

OUR SOLE RESPONSIBILITY FOR AN ERROR IN A TRANSFER IS TO CORRECT THE ERROR, BUT IN NO CASE WILL WE BE LIABLE FOR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

12. **Cancellation and Amendment.** We may terminate your right to use a card or PIN as set forth in the Visa Debit Card Agreement and Disclosure and may cancel this agreement at any time, subject to such notification as may be required by applicable law. If you wish to cancel any of our Electronic Funds Transfer Services, you must call us at 1-800-749-9732 or notify us by mail to the address in section 15 below. If you cancel, you will still be responsible for the repayment of any outstanding transaction or balance on your account and any other amounts that had not yet been billed to you. You agree that we may amend this agreement from time to time, subject to such notification as may be required by applicable law.
13. **Governing Law.** This agreement is controlled and governed by the laws of the State of Texas, except to the extent that such laws are inconsistent with controlling federal law.
14. **Enforcement.** We do not lose our rights under this or any related agreement if we delay in enforcing them. We can accept late payments, partial payments or any other payments even if they are marked "PAID IN FULL" without losing any of our rights under this agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.
15. **Address for Notices to Us.** All notices to us under this agreement must be sent to the following address:
Greater Texas Federal Credit Union
Member Services Department
6411 North Lamar Boulevard
Austin, Texas 78752-4088