

Electronic Fund Transfer Agreement & Disclosure

1. Issuance of ATM Card or Personal Identification Number. In this Agreement and Disclosure, the words "you," "your," and "party" refer to any person to whom a Greater TEXAS Federal Credit Union ATM Card or VISA Check Card (the "Card") is issued, any person to whom a Personal Identification Number ("PIN") is issued in connection with any such Card or any telephone or computer access service, any person authorized to use or given access to use to any such Card or PIN, and any owner on any Credit Union account which may be accessed by the Card, the PIN, or any other electronic fund transfer ("EFT"). The words "we," "us," "our," and "Credit Union" refer to Greater TEXAS Federal Credit Union. You agree that the use of a Card or PIN by you shall be governed by the terms of your Account Agreement with us as well as the terms and conditions set forth in this Agreement and the Electronic Fund Transfers Disclosure set forth below. Please note that in connection with our EFT services:

- We may follow all instructions given via machine, electronic device and/or personal computer by a Card holder or PIN user.

- Each ATM and Check 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, which we sustain 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.
- 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.

2. Overdrafts. You agree that you will not use your Card or PIN to withdraw or transfer funds from your account in amounts exceeding the available balance in your account at the time of any such withdrawal or transfer. You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient funds in your account. If your account is eligible for overdraft protection under the terms and conditions of the Overdraft Privilege Program, and you have provided to us either orally or in writing your consent to allow overdraft privilege to cover one-time check card purchases and ATM withdrawals, we will consider, without obligation on our part, approving your reasonable overdrafts caused by Visa Check Card preauthorized electronic fund transfers (EFTs), purchases, and withdrawals at a per item fee approved by our Board of Directors. If you are not eligible for, or have opted out of, overdraft protection under the terms and conditions of the Overdraft Privilege (ODP) and have overdrawn your account, or you have overdrawn your account past a reasonable limit set forth under terms and conditions of said Program, your Visa Check Card privileges will be subject to a 30-day suspension period, after which time you will be required to contact the Credit Union for reinstatement of your Visa Check Card. If your account has sufficient funds to cover one or more but not all checks, withdrawal orders or EFTs during any given business day, we may honor those items, allow those withdrawals or make any such EFTs in any order that we choose in our sole discretion including any such checks, orders or transfers payable to us, and dishonor or refuse any item, order or transfer for which there are insufficient funds available thereafter. You also agree that, at our option, we may post any other checks, withdrawal orders, or EFTs presented or made. If you have an Overdraft Protection Agreement with us, you agree that your use of the Card and PIN shall be subject to that Agreement.

3. Card Security. You agree to keep your Card and PIN in a place of safekeeping, to refrain from disclosing your PIN to any third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. You agree that the use of the Card or PIN by you, any other applicant, any party to any of your accounts which may be accessed by the Card, anyone you permit or authorize to use your Card or PIN, and anyone to whom you disclose your PIN or give access to your Card or PIN shall be deemed an authorized use for which you shall be liable. You will be responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft. You agree that we may revoke your card privileges indefinitely should you fail to keep the Card and/or PIN secure as set forth in this section or should you otherwise demonstrate obvious negligence in the secure handling of your Card and/or PIN.

4. Cancellation and Amendment. You agree to surrender the Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may cancel this Agreement at any time, subject to such notification as may be required by applicable law. You agree that we may amend this Agreement and these disclosures from time to time, subject to such notification as may be required by applicable law.

DISCLOSURE

1. Available EFT Services.

(a) **Direct Deposits.** You may make arrangements for certain direct deposits to be accepted into your share draft, share or money market account(s).

(b) **Preauthorized Withdrawals.** You may make arrangements to pay certain recurring bills from your share draft or share account(s).

(c) **GTCall Telephone Transfers.** You may access your account by touch-tone telephone 24 hours a day at (512) 451-5195, OR (800) 749-0179. With your account number and your PIN you may perform the following transactions within the same account number:

- 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.
 - your loan balances.
- You may also transfer funds from your account to another member's account

(d) **ATM Card.** You may access your accounts through ATMs we own and operate and through the following cash networks: Accel, , and PLUS. Using your ATM Card and PIN you may:

- withdraw cash from your share draft and 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).
- Some of these services may not be available at all terminals.

(e) **VISA Check Card.** Using your VISA Check Card, you may access your share draft account to purchase goods and pay for services in person wherever Visa is accepted, and to get cash from a merchant, if the merchant permits, or from a participating financial institution. Your VISA Check Card also functions as an ATM Card. Using your VISA Check Card and PIN you may access your accounts and perform any of the ATM transactions set forth above for the ATM Card.

(f) **Point of Sale (POS) Transactions.** You may access your share draft account to pay for purchases or services, or to obtain cash, in person at places that have agreed to accept the Card.

(g) **Other Payment Transfers.** If you pay for a purchase or a bill by check and the merchant permits, you may authorize the merchant to convert your check to an EFT, using information from your check. This EFT will result in a one-time electronic payment from your share draft account. You may also authorize a merchant to electronically debit your share draft account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an EFT.

2. Transfer Limitations.

(a) **ATM Card, VISA Card and POS Transactions.** You may withdraw up to \$625 in the aggregate of the balance of the available funds in your account each business day using your PIN number at an ATM machine. You may transact up to \$ 1,500 in the aggregate of the balance of the available funds in your account each business day on check card purchases done over the phone, online, by using the PIN at a POS terminal or by signing for your purchase

(b) Telephone Transfers and Preauthorized Withdrawals.

- Share draft (checking) accounts. You may transfer any amount up to the balance of the available funds in your account at the time of transaction.
- Share accounts. During any statement period you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from any Share or Money Market account, to another account of yours with us or to a third party by means of a preauthorized or automatic transfer (including overdraft protection transfers), or telephonic order or instruction (including data transmission), Preauthorized or automatic transfers made for the purpose of repaying loans with us, or transfers and withdrawals made by mail, messenger, ATM machine, or in person, or telephone withdrawals made via check mailed to you, are not included in this transfer limitation. If you exceed the limits set forth above, items may be subject to be returned.

3. **Fees.** You will be charged a fee of \$1 if you use your Card at ATMs we do not own or operate. In addition, the owner or operator of the ATM may charge you a fee (and you may be charged a fee for a balance inquiry even if you do not complete a cash withdrawal). You will receive five free ATM transaction(s) per month on any machine that is not already free. Point-of-Sale (POS) transactions are free (no fee). We do not charge for any other EFT except as indicated elsewhere.

4. **Business Days.** For purposes of this disclosure, 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 automated teller machine or point of sale terminal.

(b) **Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. For a \$1 fee, you can also call us at (512) 458-2558 or (800) 749-9732 to find out whether a deposit has been made, or utilize our free GTCall voice response system, (512)-451-5195 or (800)749-0179, or free GTNet home banking product at www.gtfcu.org/www.aggieandcu.org.

(c) **Periodic Statements.** You will receive a monthly account statement from us for your share draft and money market accounts. You will receive a monthly account statement from us for your share accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

ELECTRONIC FUND TRANSFERS DISCLOSURES

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: The Act and Regulation E only apply to accounts used for personal, family or household use and do not apply to Business Accounts, Trust Accounts or Health Savings Accounts. Except as may be provided in any other agreement you have with us governing your Accounts, these disclosures are provided to Business Account, Trust Account and Health Savings Account holders for informational purposes only and are not intended to expand the scope or coverage of the Act or Regulation E. You acknowledge and agree that it is your responsibility to notify us immediately in writing of any possible unauthorized use of your PIN. The liability limitations disclosed below for unauthorized transfers on personal accounts do not apply to transfers made to or from Business Accounts, Trust Accounts or Health Savings. You agree that losses from the unauthorized use of your PIN on your Business Accounts, Trust Accounts or Health Savings are your sole responsibility and that we are not liable for any such losses under any circumstances.

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

(512) 458-2558 X 1003

FAX (512) 458-1062

Nationwide (800) 749-9732 x 1003

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 information to third parties about your account or the transfers you make only in accordance with our Privacy Notice.

8. **Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an EFT 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).

VISA Zero Liability for signature, phone, internet or transactions otherwise processed as "credit" with your VISA Check Card: If you believe your Card has been lost or stolen, compromised or otherwise used without your permission, you will not be liable for unauthorized transactions once you notify us. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card. In those cases, your liability may be determined under the standards set forth below for PIN-related, ATM or transactions otherwise processed as "debit".

For PIN-related, ATM or transactions otherwise processed as "debit": If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn about the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your 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, including those made by Card, PIN or other means, 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 give permission to an individual to perform transactions using your Card or PIN you will be fully liable for those transactions including all instances in which you believe that your permission was exceeded or that transactions performed by the individual were not authorized by you. Please notify us at once if an individual who has permission to use your Card or PIN is no longer authorized to do so.

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. Here's how:

Call us or write us at the telephone number or address listed in this brochure 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. 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.

(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. There will be 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 the 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 this Agreement and Disclosure 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 sent the FIRST statement on which the problem or error appeared.

- (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.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within ten 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 ten business days for the amount you think is in error, so that you will have 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 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after 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.

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. VISA Check Card Currency/ATM Card Conversion. If you effect an international transaction with your VISA Check Card or ATM card in a currency other than U.S. Dollars, the rate of exchange between the transacting currency and the billing currency used for processing the international transaction will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date; and in each instance, plus an International Transaction Fee charged in U.S. Dollars to be determined by our Board of Directors. The International Transaction Fee will apply to all international purchase, cash disbursement, and Account credit transactions whether or not such transactions are charged in U.S. Dollars.

13. Illegal Transactions. You may not use the Card for any illegal purpose or transaction. We may refuse to authorize any transaction that we believe to be illegal or that poses an undue risk of illegality. You agree to waive any right to take legal action against us for your illegal use of the Card and to indemnify and hold us and VISA International Incorporated, if applicable, harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

14. ATM Safety Precautions. Exercise discretion when using an Automated Teller Machine (ATM) or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.