



## ELECTRONIC FUNDS TRANSFER AGREEMENT & DISCLOSURE

### A. Introduction/Scope of Services

1. Electronic Funds Transfers (EFTs) are payments to or withdrawals from your accounts that are started electronically. This agreement applies to transactions initiated by (1) VISA® Debit Cards, ATM Cards at our proprietary ATMs and ATMs displaying logos of ATM networks that we designate from time to time, (2) CALL-24 (Audio Response), (3) Internet Banking including Bill Payment and Mobile Banking accessible through cellular phones or tablets with internet access (4) ATM Cards and VISA® Debit Cards at Point-of-Sale (POS) terminals on networks that we designate from time to time, (5) third party transfers through your account via Automated Clearing House, including electronically converted checks, (6) automatic transfers out of your account to third parties or (7) use of a VISA® Debit Card at participating VISA merchants. In some cases the terms "EFTs" or "EFT devices" refer to all transactions and methods of making transactions under this part of the Agreement. This agreement does not apply to wire transfers. By applying for, retaining and using any type of EFT access device offered by the Credit Union, you consent to the terms of this Agreement. An access device is a Card, a PIN, Code or combination of devices.

### B. Eligibility

1. To qualify for EFT services, you must be a member of the Credit Union in good standing (including the deposit and maintenance of \$5 in a Share Savings Account and meeting your loan obligations), and your checking account history with the Credit Union and other institutions must be satisfactory. To qualify for a VISA® Debit Card, you must have a Credit Union Checking Account.

### C. Personal Identification Numbers (PIN) and Passwords

1. Use. You cannot use a VISA® Debit Card or ATM Card at an ATM or POS terminal without keying your Personal Identification Number (PIN) into the ATM or terminal. Your randomly selected PIN will be given to you when you request a Card. After you have received your Card, you can choose your own PIN at one of our branches. You cannot use Internet Banking or Bill Payment including Mobile Banking without a confidential password that you select. You cannot use CALL-24 without a confidential access code. We recommend that you change the access code we assign to you the first time you use CALL-24.
2. Security. Keeping your access code, PIN and password ("codes") secret will help keep any unauthorized person from taking money out of your Credit Union accounts. To keep your codes secret, please follow these simple rules. Memorize them, just as you learn frequently called telephone numbers. Do not write your codes on your Cards or keep them near your Cards. Do not keep your codes near your home or office telephone or computer. If you must write your codes down, write them in a way that won't make it easy for someone to recognize what they are and use them. Don't let anyone use your Cards or codes or watch you key in your codes.
3. Authorized Users and Your PIN, Code or Card. If you ask us to issue a duplicate Card, Code or PIN, or if you give anyone else your Card, Code and/or PIN, that person can make any transaction on your accounts that you could make yourself. Any transaction made by someone to whom you have voluntarily given your Card, Code and/or PIN is considered authorized, regardless of any limits you may have set on that person's permission to access your accounts. You are responsible for any transactions that person makes. For example, if you give your friend your Card and PIN and tell her to buy groceries in April, and in October she uses your Card to obtain cash from an ATM, the October transaction is considered authorized even though you may not have given her permission to make it. The Credit Union is not subject to agreements between you and other people. The only way you can stop a person to whom you have given your Card, Code and/or PIN from accessing your accounts is to ask us to cancel the Card, Code or PIN.

### D. Services

1. CALL-24 – Automated Telephone Access to Your Accounts.  
Our CALL-24 System lets you access your accounts electronically by touch-tone telephone from anywhere in the United States. We will give you instructions on how to change your access code and conduct transactions on your account by phone. Use of CALL-24 is free.
  - a. Services  
By keying in your access code and the proper command, you can:
    - i. Obtain account balances
    - ii. Obtain certificate rates and maturity dates
    - iii. Obtain loan balances, available credit, and payment information
    - iv. Obtain deposit and transaction history on accounts
    - v. Transfer funds between one of your accounts to another (except Certificate, IRA and Club Accounts)
    - vi. Transfer funds to make Credit Union loan payments
    - vii. Obtain a loan advance in the form of a deposit to one of your accounts or a check payable to you and mailed to you at your address in our records
    - viii. Transfer funds to another member's account (if you have activated this feature)
    - ix. Obtain dividend information

- x. Obtain loan interest information
  - xi. Change your PIN
- b. Limitations on CALL-24 Use  
CALL-24 is available for your convenience 24 hours a day, 365 days a year, with minor interruptions for in-house maintenance. Federal regulations limit certain transfers by telephone, including CALL-24, *out of* your non-transaction accounts to six per month. (See the DEPOSITS AND WITHDRAWALS section of the Master Membership Account Handbook.)
- c. Documentation of CALL-24 Transactions  
CALL-24 transactions will appear on your account statements.
- d. Unauthorized CALL-24 Transactions  
Notify the Credit Union immediately if you believe an unauthorized person has gained access to your CALL-24 access code. You should also change your access code immediately. See "Unauthorized Transactions" in the "Terms Applicable to All EFTs" portion of this EFT disclosure for information on how to contact the Credit Union and other information on your potential liability for unauthorized transactions.
- e. Additional Terms Applicable to CALL-24  
Other provisions of this Electronic Funds Transfer Agreement and Disclosure Statement apply to the use of CALL-24 unless by their terms they apply only to the use of one or more other EFT services. Please read to the section below entitled "Terms Applicable to All EFTs" carefully. These terms apply to CALL-24.

2. Internet Banking including Bill Payment Service and Mobile Banking – On Line Access to Your Accounts

Using your home computer with Internet access or a cellular telephone or tablet with internet access, you can access your accounts through the Credit Union's secure web site. Once you create a User ID and password, you can start conducting transactions. To access the system for future transactions you will need your User ID and password.

- a. Services
- i. Obtain account balances
  - ii. Obtain loan balances, available credit, and payment information
  - iii. Obtain and download deposit and transaction history on accounts
  - iv. Transfer funds between your accounts to another (except Certificate, IRA and Club Accounts)
  - v. Transfer funds to make Credit Union loan payments
  - vi. Obtain a loan advance in the form of a deposit to one of your accounts
  - vii. Transfer funds to another member's account (if you have activated this feature)
  - viii. Transfer funds to/from another account outside of Mocse
  - ix. Bill Payment
  - x. Enroll for account alerts
  - xi. Enroll and access electronic statements and notices
  - xii. Enroll for text banking

With Internet Banking Bill Payment, you can pay bills automatically without writing a check. You can either (i) automatically pay a set amount to a creditor on a specific day each month, or (ii) set up a payment account for a creditor but manually set the date and amount of each payment.

With Mobile Banking and your cellular telephone or tablet with internet access, you can (i) transfer funds between your checking, savings and loans, (ii) find out if checks have cleared, (iii) verify account balances (iv) access Bill Payment, and (v) deposit checks.

b. Limitations on Internet Banking, Mobile Banking and Bill Payment Use

Internet Banking, Mobile Banking and Bill Payment are available for your convenience 24 hours a day, 365 days a year, with minor interruptions for in-house maintenance.

Federal regulations limit Internet Banking (including Mobile Banking and Bill Payment) transfers and payments *out of* your non-transaction accounts to six per month. (See the DEPOSITS AND WITHDRAWALS in the Master Membership Account Handbook.)

All Internet Banking, Mobile Banking and Bill Payment transactions are limited to funds available in the accounts you access. Bill Payment payments may be made only out of your Checking Account. Bill Payment payments are subject to any overdraft protection arrangements you have with the Credit Union.

When you use Internet Banking Bill Payment (and Mobile Banking Bill Payment when it becomes available), follow the instructions provided when you log into the program. Be sure you input accurate information about your payees and accounts. It may take five to seven working days after the date you schedule your payment for it to reach the payee. Have sufficient funds available on the date your payment will be sent. Allow adequate time for your payment to reach the payee. We are not responsible for late payment fees unless your late payment is solely the result of our failure to follow your timely and accurate instructions.

c. Documentation of Internet Banking (including Mobile Banking and Bill Payment) Transactions

Internet Banking, Mobile Banking and Bill Payment transactions will appear on your account statements, and of course you can review your transactions using Internet Banking and Mobile Banking.

d. Unauthorized Internet Banking, Mobile Banking and Bill Payment Transactions

Notify the Credit Union immediately if you believe an unauthorized person has gained access to your Internet Banking, Mobile Banking and Bill Payment password or access code. You should also change your password and access code immediately. See "Unauthorized Transactions" in the "Terms Applicable to All EFTs" section of this EFT disclosure for information on how to contact the Credit Union and other information on your potential liability for unauthorized transactions.

e. Additional Terms Applicable to Internet Banking, Mobile Banking and Bill Payment

Other provisions of this Electronic Funds Transfer Agreement and Disclosure Statement apply to the use of Internet Banking, Mobile Banking and Bill Payment unless by their terms they only apply to the use of one or more other EFT services. Please read the section below entitled "Terms Applicable to All EFTs" carefully. These terms apply to Internet Banking, Mobile Banking and Bill Payment.

f. Fees

Internet Banking, Bill Payment and Mobile Banking are free of charge. Bill Payment services and transactions that would be subject to a fee (such as a check or ACH returned for insufficient funds) will be subject to the same fees. Special handling services, such as stop payments, expedited payments, and returned payments for insufficient funds, will be subject to fees. Please refer to the Schedule of Fees and Charges and the Internet Banking and Bill Payment Agreement and Disclosure.

3. Visa® Debit Cards and ATM Cards

a. Services

A Visa® Debit Card bears the Visa® logo, but it's not a credit card. It allows you and anyone you authorize to use the Visa® Debit Card to order the Credit Union to make payments from your Credit Union checking account without writing a check. It is clearly labeled "Debit Card" to distinguish it from our Visa® Credit Card. A Visa® Credit Card offers cash advances at ATMs. The Credit Card features are described in the separate Cardholder Agreement and Truth in Lending Disclosure that will be provided to you if you apply and are approved for a Mocse Federal Credit Union Visa® Credit Card.

With an ATM Card, you can perform most transactions you can perform with a Visa® Debit Card, but you cannot use it for Visa® merchant signature transactions or signature cash advances.

You can use the Visa® Debit Card or ATM Card to:

- i. Pay participating merchants for goods or services through point of sale terminals on networks that we designate from time to time.
- ii. Make deposits to your Credit Union Checking or Share Savings Accounts at the Credit Union's ATMs or network ATMs that we designate from time to time.
- iii. Withdraw funds from your Credit Union Checking or Share Savings Account, or transfer funds between your Checking and Share Savings Accounts at our ATMs or ATMs on networks that we designate from time to time.
- iv. Inquire about Credit Union Checking and Share Savings Account balances.
- v. Obtain American Express Travelers Checks from ATMs displaying the American Express logo

In addition to the above, with the Visa® Debit Card, you can make purchases on signature transactions from participating Visa® plan merchants. If you use the Visa® Debit Card, the purchase amount will be deducted immediately from your Credit Union Checking Account.

You will need your Visa® Debit Card and your PIN for POS and ATM transactions.

Although it has a Visa® logo, your use of a Visa® Debit Card for signature transactions authorizes the Credit Union to deduct immediately the full amount of the transaction plus any applicable fees from your checking account as soon as the transaction posts to your account. There is no deferred payment as there is with a credit card. All Card withdrawals and POS purchases are immediately deducted from the account you access.

You should be aware that there may be a time lag between the time a merchant obtains an authorization on your Visa® Debit Card and the time the transaction posts to your account. An authorization will result in a hold on your funds for the amount of the transaction for a limited time, generally not in excess of three business days. If the transaction fails to post before the hold expires, the hold will be released and the transaction amount will be available to pay other items presented on your account. You are responsible for ensuring that you have sufficient available funds on deposit to cover all of your transactions regardless of when they post.

b. Your Account Terms Also Apply

Use of the Visa® Debit Card will be treated as though it were a check and will also be governed by the Master Membership Account Handbook terms that apply to your Credit Union Checking Account including "GENERAL TERMS," "DEPOSITS AND WITHDRAWALS," and "Checking Account Terms" and the terms of any overdraft protection agreement you have with the Credit Union, **except that:**

- i. We may charge withdrawals to the Checking Account in any order we determine consistent with the law. If funds are not sufficient to cover all withdrawals, we may pay Visa® Debit Card withdrawals and dishonor regular checks.
- ii. We cannot honor stop payment requests on Visa® Debit Card transactions.

c. Fees

- i. If a merchant, ATM or POS terminal that honors your Card imposes a fee for the use of the Card; we will pass that fee along to you. If you use ATMs that we do not own or operate, the ATM operator may impose fees for your transaction or inquiry.
- ii. If you make a deposit at a non-proprietary ATM, and you make an error, such as entering the wrong amount on the keypad, lack of endorsement, or another error, the third party institution will assess a charge for processing and reconciliation. Deposits that are returned for insufficient funds or other reason will be charged a return check fee. These charges will be passed on to you.
- iii. Initial and renewal cards will be issued for up to two joint account holders free of charge. Replacement cards and cards in excess of two, regardless of to whom issued, will incur a fee (See the TIS Disclosure).
- iv. An NSF fee will be charged any time an ATM, POS or merchant transaction draws your account into a negative balance (See the Schedule of Fees and Charges).
- v. For additional fees, please see the Schedule of Fees and Charges.

d. Limitations

If you have available funds, the daily cash withdrawal limit for an ATM-only card is \$200; the daily cash withdrawal limit is \$500 for a VISA® Debit Card. PIN-based POS transactions on Visa® Debit Cards, ATM Cards and signature transactions on Visa® Debit Cards are limited to the available balance in your Checking Account. The daily limit on all Visa® Debit Card transactions combined (ATM, POS and signature) is \$3,000. Individual merchants, ATMs or POS terminals may impose their own transaction limits.

All transactions are subject to verification and availability of funds within the designated account.

Although you have sufficient funds in your checking account to cover a requested withdrawal, it may be possible that an ATM, merchant, financial institution or other entity that honors your Card will not be able to determine your actual balance. Therefore, the Credit Union will not be liable for the failure or refusal of any ATM, merchant or other entity to implement your Card transaction request, or for their retention of your Card.

e. Transaction Dispute Rights Applicable Only to Visa® Debit Cards

Visa® Debit Cards fall under Consumer Financial Protection Bureau Regulation E, not Consumer Financial Protection Bureau Regulation Z, because they are debit cards, not credit cards. Unlike Regulation Z, Regulation E does not give you any special rights if you have a dispute with a merchant regarding the goods or services you purchased with a debit card.

However, Visa® operating rules give you certain rights to dispute merchant transactions using your Visa® Debit Card. You must first make a good faith effort to resolve the dispute directly with the merchant. If you are unable to resolve the dispute directly with the merchant, notify the Credit Union at once. You must tell us within 60 days of the date on which we

sent you the FIRST statement on which the disputed transaction appeared. Include copies of any documents that reflect your effort to resolve the dispute with the merchant.

The Credit Union will arrange to have the dispute investigated to determine whether you have the right to have your account credited for the amount in dispute. The Credit Union will, at a minimum, provisionally credit your account for the amount of your dispute so that you will have use of the funds within 10 business days (5 business days for claims of unauthorized use on accounts at least 30 days old; 20 business days if your account has been open with the Credit Union for less than 30 days). It may take up to 45 days (90 days for a point-of-sale, foreign transaction or new accounts) to make a determination.

If you do not submit your dispute in writing within 10 business days after we ask you to do so, we are not required to credit your account during the investigation. If it is determined that you are entitled to a credit to your account, the Credit Union will post the credit (or change a provisional credit to a permanent credit) within 1 business day of the determination.

If Visa operating rules do not allow a credit to your account, any amount for which your account was provisionally credited will be deducted from your account. We will notify you if this happens, and will pay any items that overdraw your account for five business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted from your account. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee. You agree to immediately restore to the Credit Union the amount of any overdraft on your accounts.

Your rights to dispute VISA® Debit Card merchant transactions through the Credit Union are limited to those provided by VISA®'s operating rules.

ATM Cards are not subject to merchant dispute rights

For transaction dispute rights on VISA® Credit Card use for purchases, please refer to the VISA® Cardholder Agreement and Truth in Lending Disclosure.

f. Other Terms

Although other documents you may receive when you initiate transactions with a Visa® Debit Card or ATM Card, such as sales receipts, may have contract terms printed on them, your agreement with the Credit Union is limited to the terms in this agreement plus the Master Membership Account Handbook terms that apply to the accounts you have accessed and any overdraft protection agreement applicable to your Credit Union Checking Account.

For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the debiting currency (U.S. dollars) will be (a) a rate selected by Visa® from the 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 (b) the government-mandated rate in effect for the applicable central processing date. For transactions initiated outside the United States, there is a 2% International service fee.

Merchants and others who honor the Visa® Debit Card may give credit for returns or adjustments. When the Credit Union receives the credit from the merchant or other entity, the Credit Union will credit your checking account for that amount.

See the Visa® Credit Card Cardholder Agreement and Truth in Lending Disclosure for information about foreign purchases and cash advances and merchant credits on Credit Cards.

You understand and agree that if you or anyone you authorize to use a Card gives conflicting instructions on an ATM keypad and on a deposit slip or other written instruction, the Credit Union will follow the instructions given on the keypad.

g. Documentation of Transactions

When you use your Visa® Debit Card or ATM Card at an ATM, for a POS transaction or in the case of the VISA® Debit Card for a signature transaction, you will generally receive an acknowledgment receipt describing the transaction. (An ATM may tell you that receipts are temporarily unavailable. Some ATMs let you choose not to get a receipt. An ATM or POS terminal may not give a receipt for transactions of \$25 or less.) Keep these receipts to update your records and verify your monthly statements.

h. Liability for Unauthorized Card Use

You agree to notify us at once of the loss, theft or other actual or possible unauthorized use of your Visa® Debit Card or ATM Card. You will generally have no liability for unauthorized use of your Debit Card or PIN unless otherwise provided by

Visa Operating Rules. Visa Operating Rules currently exempt certain PIN-based transactions, certain regional network ATM transactions, and certain situations in which you have been grossly negligent in handling your Card from the “no liability” rule. For exempt transactions on Visa® Debit Cards or the ATM Card, your liability for unauthorized use is that set out in the “Unauthorized Transactions” part of the “Terms Applicable to All EFTs” portion of this EFT disclosure. For exempt transactions that access the credit feature of a Visa® Credit Card, consult your Cardholder Agreement and Truth in Lending Disclosure. It benefits all members if the losses that the Credit Union absorbs on unauthorized Card use claims are kept to a minimum.

i. Additional Terms Applicable to Cards

Other provisions of this Electronic Funds Transfer Agreement and Disclosure Statement apply to the use of Cards unless stated otherwise. Please read the section below entitled “Terms Applicable to All EFTs” carefully. These terms apply to Visa® Debit Cards and ATM Cards.

4. Pre-authorized Electronic Transfers

a. In General

You can preauthorize the Credit Union to make transfers electronically. These include preauthorized deposits of salary or government payments (you must originate direct deposit with the payment source) and preauthorized payments such as insurance premiums (you give your written authorization to a payee to debit your account). Preauthorized transfer authorizations must be in writing. The entity originating the authorization must give you a copy. If you set up a preauthorized transfer using Bill Payment, you may print a copy of the authorization from your computer.

Preauthorized electronic transfers may be made through the Automated Clearing House (ACH). Transfers made through ACH are subject to national and local ACH Rules, Article 4A of the Uniform Commercial Code, Federal Reserve Bank Operating Circulars, and Federal Regulations.

b. Deposits *in to* your account

Credits (deposits) to your account received via ACH are provisional until we receive final settlement through the Federal Reserve. If we do not receive final settlement, we will deduct the amount of the credit from your account balance, and the payor will not be considered to have paid the amount to you. We reserve the right to reverse erroneous deposits to your accounts without advance notice to you, although we will notify you after the fact. If a reversal of an erroneous deposit or a deduction of a credit on which we do not receive final settlement results in a negative balance in your account, you will be indebted to us, and our Right of Offset and right to recover Collection Costs will apply.

Although you can call the Credit Union (see “HOW TO CONTACT US” at the end of this Agreement) for information about the transfer, your only documentation of the transfer will be an entry on your periodic statement.

c. Transfers *out of* your account

If preauthorized transfers *out of* your account will vary in amount, the payee is required to give you at least 10 days’ advance notice; unless you agree that you will receive notice only if payments vary by more than a specified amount. If you use Bill Payment to make transfers out of your account, you will be able to review and print your account history at any time. Otherwise, you will not receive notice of preauthorized transfers other than that which appears on your monthly statement.

There is a maximum of six, and usually only three, such ACH transfers per month *out of* non-transaction accounts. (See the DEPOSITS AND WITHDRAWALS section of the Master Membership and Account Handbook.)

d. Procedure and Right to Stop Payment

If you have regular pre-authorized charges to your account, you can stop any of these payments or cancel all future payments. You must immediately contact us (see the “HOW TO CONTACT US” section at the end of this Agreement). If you call, we may require you to put your request in writing and submit it to us within fourteen (14) days after you call. There is a fee for each stop payment and cancellation request. (Please see the Schedule of Fees and Charges.) To prevent any future transfers, you should also notify your initiator in writing to stop or cancel the charges (permanently revoke their authority to debit your account) and send us a copy.

e. Liability for Failure to Place Stop Payment or Cancel Pre-Authorized Transfers

We must receive notice three business days before the payment date. If you order us to stop one of these payments three business days in advance of the scheduled transfer, and we fail to stop the payment, we will be liable for your direct losses or damages.

5. Electronic Check Conversion

Payees of your checks, such as merchants, may convert your checks to electronic payments. The payee is required to notify you if they will do this. Payees may also re-present dishonored checks through the ACH system if they notify you in advance that dishonored checks will be re-presented electronically. Tell us AT ONCE if you believe an EFT has been made using information from your check without your permission.

E. Terms Applicable to All EFTs

1. Unauthorized Transactions – All EFTs

Your Liability for Unauthorized Use

Tell us AT ONCE if you believe that your Card, PIN, CALL-24 access code, or Internet Banking, Mobile Banking and Bill Payment password or access code has been lost or stolen or may be subject to unauthorized use, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Please refer to the "HOW TO CONTACT US" section at the end of this Agreement for how to provide this notification. Telephoning is the best way to keep losses down. You could lose all the money in your account plus your maximum overdraft line of credit if you fail to promptly report unauthorized use of an ATM Card, CALL-24, Internet Banking, Mobile Banking and Bill Payment, or certain unauthorized use of a VISA® Debit Card.

If you believe your Card or code has been lost or stolen or otherwise made available to an unauthorized person, and you tell us within two (2) business days after you learn of the loss of theft, you can lose no more than \$50 if someone used your card or PIN without your permission. However, if you DO NOT tell us within two (2) business days after you learn of the loss, theft, or other unauthorized use of your Card or code, and we can prove that we could have stopped someone from using your Card or code without your permission, you could lose as much as \$500. (Under California law, this paragraph does not apply to the VISA® Debit Card even if the unauthorized use is exempt from the Visa® zero liability rule.)

Also, if your statement shows unauthorized transactions, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, we are not obligated to refund any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. That means you could lose all the money in your account plus your maximum overdraft line of credit.

If a good reason (such as a long trip or a hospital stay) kept you from informing us, we may extend the time periods.

If unauthorized use of your Visa® Debit Card is not exempt from the "no liability" rule under Visa® USA operating rules, your liability is limited to that indicated in the separate Visa® Debit Card section above.

2. Your Responsibility for EFTs

If you authorize us to issue a duplicate Card to someone or give your code to someone, you are authorizing that person to withdraw funds and perform transactions on your accounts covered by this agreement regardless of whether that person is otherwise authorized.

You continue to be bound for all transactions resulting from the use of your EFT devices until you give us written notice to terminate the EFT service and return all issued devices to us.

Any person who applies for an EFT device, or signs a Card, is equally obligated (jointly and severally) with any other such person to meet the terms of this Agreement.

You are also obligated to repay any charges resulting from the use of your EFT devices by another person with your express or implied permission, whether or not the person stays within the limits of use you have set for them.

Any persons who use EFT devices are also obligated to repay the Credit Union for all charges incurred because of their use of the devices

You remain bound to pay for charges resulting from EFT device use even though another person has been directed to pay the debt by agreement or court order such as a divorce decree.

You agree that if you or anyone acting with you uses your EFT device with fraudulent intent, we consider that transaction to have been authorized by you.

### 3. Documentation of Transactions

All EFTs will be described on your periodic statement for the account used. You will receive a monthly statement if you have a checking account or in any month in which EFT activity occurred. All members receive a statement at least quarterly. Please refer to Section D 4 Preauthorized Electronic Transfers for further information on preauthorized EFTs. Although they are not legally considered electronic fund transfers, for your information, automatic transfers between Credit Union accounts or to pay loans at the Credit Union will appear on your monthly statement.

See the ATM and Visa® Debit Card section for information on transaction receipts.

### 4. Credit Union Liability – All EFTs

If we do not properly complete a transaction according to our agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions.

- a. We will not be liable if:
  - i. Through no fault of ours, your account does not have enough money, or you don't have available credit to make the transaction.
  - ii. The ATM where you are making the transaction does not have enough cash.
  - iii. The ATM or other EFT system was not working properly and you knew about the breakdown when you started the transaction.
  - iv. The money in your account is subject to legal process or other claim.
  - v. Your Card or code has been reported missing and we have blocked its use.
  - vi. Circumstances beyond our control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions.
  - vii. We establish other lawful exceptions and give you proper advance notice of them.
- b. In no event will we be liable for consequential, indirect, or punitive costs or damages.
- c. We will carry out instructions given to the ATM or other EFT processing system, or to us in writing. We will not incur liability for doing so in a reasonable manner. You agree to indemnify and save us harmless from all costs, claims, damages or liability that we sustain as a result of carrying out in a reasonable manner instructions received through an ATM, POS terminal, CALL-24, Internet Banking, Mobile Banking and Bill Payment, ACH, or any other access device from you or any authorized user.
- d. We may arrange for the availability of ATMs at various locations with access during non-business hours for the convenience of our members. However, ATM sites are not subject to our control. You assume the risk of using them. We do not in any way warrant the safety or security of any ATM location. We are not responsible for wrongful acts committed by anyone who is not our authorized agent regarding your use of ATMs.

### 5. ATM Safety

Avoid using ATM machines alone at night or at sites that appear to have the potential for assault or robbery. Consider having someone accompany you when you are using the ATM after dark. Put your money away and leave the site as soon as you have completed your transaction. Count cash later in the safety of your vehicle or home. If you notice anyone suspicious approaching the ATM while you are using it, cancel your transaction and put the Card away immediately. Immediately report all crimes to the ATM operator and local law enforcement officials. DO NOT leave your receipts or card at the ATM.

### 6. Privacy – All EFTs

With respect to EFTs, in the ordinary course of business, we will disclose information to third parties about your accounts or the transfers you make (a) when necessary to complete a transfer, (b) to verify the existence and condition of your account for a third party such as a credit bureau or merchant, (c) to comply with government agency or court orders, or (d) if you give us your written permission. Please refer to our Privacy Policy for more information about privacy of your Credit Union accounts.

### 7. EFTs against Insufficient Funds

The Credit Union offers overdraft protection by agreement on checking accounts. You can authorize the Credit Union to transfer funds from your Mocse savings account or advance funds from your approved Mocse line of credit to cover

checks or EFT debit (payment) entries that would otherwise cause your Mocse checking account to fall into a negative balance. Overdraft protection by agreement is available to cover checks and all EFT payments available under this EFT Agreement.

The Credit Union also offers overdraft privilege on checking accounts. Overdraft privilege is an entirely discretionary service under which the Credit Union may, at its sole discretion, pay rather than return checks and EFT debit (payment) entries that you do not have sufficient available funds to cover. Overdraft privilege payments may be made on Internet Online Bill Payments and ACH payments. Overdraft privilege may be extended to cover everyday VISA® Debit Card merchant purchases and ATM cash withdrawals only if you opt in to the service.

Please refer to your Master Membership Account Handbook for detailed information about the Credit Union's overdraft protection services.

8. Changes in Terms – Cancellation – All EFTS

- a. The Credit Union may change the terms of this agreement by mailing or delivering a written notice or amended agreement to you at your last known address in our records for the account. When we change this agreement, we will give you any legally required advance notice. You agree that we may immediately terminate this agreement and your use of EFT services without prior notice if any of the following occur: (i) you (or any authorized user of your EFT devices) breach this or any other agreement between us (including loan agreements); (ii) we have reason to believe that there has been or may be an unauthorized use of your Card or PIN; (iii) there are conflicting claims to the funds in your accounts; (iv) you or any authorized signer on your account asks us to do so; (v) you complete EFTs when funds are not available in your Credit Union accounts accessed under this program and you do not have an active and valid Credit Union checking overdraft protection agreement.
- b. Your Card is the property of the Credit Union and you agree to return it to us upon our request.

9. Delayed Deposits – All EFTs

Availability of funds deposited at ATMs may be delayed. Please refer to the "FUNDS AVAILABILITY POLICY" section of the Master Membership and Account Handbook for details.

10. Additional Terms – All EFTs

- a. Generally, EFTs may be accessed seven days a week, 24 hours a day. Individual machines or systems are sometimes closed temporarily for servicing.
- b. Electronic funds transfer transactions may involve other Credit Union agreements, such as checking or loan agreements. Wherever applicable, the terms of these agreements will apply as well.
- c. This agreement is governed by applicable federal and California law. If any provision of this agreement is found to be unenforceable, the rest of the agreement will remain in effect.
- d. When you use a Credit Union EFT access device, you acknowledge receipt of a copy of this agreement and disclosure and you agree to its terms.
- e. Business days are Monday through Friday. The Credit Union may be open to provide limited services on other days, but we do not consider those "business days" as that term is used in this disclosure.

11. Prohibition of Illegal Transactions – All EFTs

You must not use your EFT devices, including but not limited to your VISA® Debit Card, for illegal transactions such as illegal Internet gambling. We can refuse to authorize any transaction if we reasonably believe it to be illegal. However, responsibility for determining the legality of authorized transactions ultimately rests with you, not the Credit Union. You cannot use the actual or alleged illegality of a transaction for which authorized use of your EFT device was made as a defense to your obligation to pay it.

F. In Case of Errors or Questions About Your Electronic Funds Transfers

If you think that an electronic transfer shown on your statement is incorrect, or if you need more information about a transfer, contact us at the telephone number listed under the "HOW TO CONTACT US" section at the end of this Agreement. Please provide us with all of the information requested under the section entitled "WHAT TO TELL US IN CASE OF AN ERROR OR INQUIRY" at the end of this Agreement.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. 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 (20 business days for accounts open with us less than 30 days) and will correct any error promptly.

If we need more time, however, we may take up to 45 days (90 days for POS transactions, transactions involving foreign countries, and transactions on accounts open with us less than 30 days) to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (20 days if your account has been open with us less than 30 days, 5 days if your question involves unauthorized use of your Visa® Debit Card and your account has been open at least 30 days) for the amount that 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 10 business days, we are not required to provisionally credit your account.

Whether or not we decide there was an error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask us for copies of the documents that we used in our investigation.

If we decide there was an error, we will convert any provisional credit we have given you to a permanent credit or credit your account within 1 business day. If we decide there was no error, we will reverse any provisional credit. If we reverse a provisional credit, we will pay any items that overdraw your account for five days after we send you the notice that we have reversed a provisional credit at no charge to you, but only to the extent the overdrafts do not exceed the amount of the reversed provisional credit.

#### **HOW TO CONTACT US**

If you believe your Card, PIN or Code has been lost or stolen or may be put to unauthorized use, call us at the phone number listed below or write to us at the address listed below. You should also call us or write to the address listed below if you believe a transfer has been made using information from your check without your permission.

**Write to us or visit us at**  
Mocse Federal Credit Union  
3600 Coffee Road  
Modesto, CA 95355

**Telephone us at**  
(209) 572-3600  
(800) 44-MOCSE

**Fax us at**  
(209) 572-1714

#### **WHAT TO TELL US IN CASE OF AN ERROR OR INQUIRY**

- Your Name
- Your Account Number
- The date of the questioned transaction
- The dollar amount of the suspected error
- A description of the error or transaction you are not sure about.
- Your explanation, if you can provide one, of why you believe there is an error
- If you need more information about a transaction, ask us for clarification.