



Electronic Funds Transfer (EFT) Agreement and Disclosure – Reg. E

This Electronic Funds Transfer Agreement and Disclosure, (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by NCPD Federal Credit Union (“Credit Union”). In this agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users.

The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the EFT services offered.

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

1. **ELECTRONIC FUND TRANSFER SERVICES.** The following describes the services, if approved, that are available, and some limitations that apply:

a. Automated Teller Machines (ATMs). You may use your card and PIN (Personal Identification Number) in automated teller machines (ATMs) of the Credit Union, PLUS, Allpoint, and ACCEL Visa networks, and such other network, machines or facilities as the Credit Union may designate. At the present time, you may use your card to:

- Withdraw funds from your savings and checking accounts at an ATM
- Make deposits to your savings and checking accounts at only NCPD Plainview Branch ATM
- Transfer funds between your savings and checking accounts whenever you request at an ATM
- Obtain balance information on your savings and checking accounts at an ATM
- Make point-of-sale (POS) transactions to purchase goods or services at POS terminals
- Limitations. The following limitations will apply to your card:
 - Sufficient funds must be available to make any withdrawal.
 - The maximum purchase price for any one transaction at a POS Terminal is \$1,000.00.
 - For security reasons, there are other limitations to frequency and number of transfers and amount you may make at ATMs. Daily withdrawal limitations up to \$1,000.00 per day may apply.
 - Your available account balance may be reduced for any preauthorization for 3 business days or until the transaction clears.

b. Visa Debit Card. You may use your Debit Card and PIN to perform all of the functions listed above in the ATM Card Access section. Additionally, you may also:

- Pay for purchases at places that have agreed to accept the card
- Make POS (point-of-sale) transactions to purchase goods or services at POS terminals that have the Visa logo
- Order goods or services by mail, telephone, or via the Internet from places that accept the card
- Make cash withdrawals in foreign countries and in foreign currencies

- Some services on ATM or Debit Cards may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account. If the balance in the account is not sufficient to pay the transaction amount, we may treat the transaction as an overdraft protection service, or we may terminate all services under the MSA.
- Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card, such as PLUS or ACCEL network. We will honor your debit transactions processed by any of these networks.
- Depending on our authorization protocols and network availability, transactions processed over other networks may or may not require you to use your PIN to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. You may instead be asked to sign a receipt or payment authorization. Non-Visa PIN-less transactions will not be processed as Visa transactions and therefore will not include Visa's zero liability or chargeback and dispute resolution benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and PIN-less debit transactions.
- Limitations. The following limitations will apply to your Card:
 - Sufficient funds must be available to make any withdrawal.
 - For security reasons, there are other limitations to frequency and number and amounts of transfers you may make at ATMs. Daily withdrawal limitations up to \$1,000.00 per day may apply.
 - The maximum purchase amount for any one transaction at a POS terminal is \$1,000.00.
 - Your available account balance may be reduced for any preauthorization for 3 business days or until the transaction clears.
 - Signature-based purchases are limited to \$5,000.00 in any one (1) day.
 - You are not allowed to make deposits at an ATM that we do not operate or own.

c. Preauthorize EFTs.

- **Direct Deposit.** On the instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, we will accept direct deposits by EFT or your paycheck or of federal recurring payments, such as Social Security.
- **Preauthorized Electronic Funds Transfers.** You may authorize periodic or recurring automatic payments from, and deposits into, your designated account(s). Examples of such transfers include direct deposit of your paycheck or Social Security check into your designated Credit Union account; automatic payment(s) from your designated Credit Union account to third parties; and automatic payment from your designated Credit Union account for loan payments or other amounts you owe us.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

- d. **Electronic Check Conversion & Electronic Returned Check Fees.** If you pay for something with a check, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a one-time electronic funds transfer to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds.

e. Online/Mobile Banking. We offer an Online Banking service that you may access from a personal computer and mobile banking service where you may access your account remotely using a mobile device via Internet access and web browser such as Microsoft Edge, Google Chrome, Mozilla Firefox, or Apple Safari. You are responsible for the installation, maintenance, and operation of your computer and software. We will not be responsible for any errors or failures involving any telephone service, internet service provider, your software installation, or your computer. The address for Online Banking is ncpdfcu.org.

You will need your assigned User ID and password to access your accounts, as instructed when you log on.

You may use this service for the following:

- Start new accounts
- Update existing account
- Apply for a loan
- Edit some of your personal information such as your mobile phone number and email address
- Make deposits to your savings and checking accounts
- Make transfers between your savings, checking, and loan accounts
- Make external transfers to your accounts at other institutions
- Obtain balance information on your savings, checking, loan accounts, and term certificate accounts;
- Withdraw funds from accounts by check made payable to you and mailed to your mailing address on file
- Make payments on your Credit Union loans and credit cards from your savings and checking
- Access internet bill pay services to make payments to various creditors
- Verify whether a check or other item has cleared your account
- Take an advance from a Home Equity Line of Credit account
- Obtain tax information on amounts earned on applicable accounts
- Obtain information on interest paid on loan accounts
- Place stop payment orders on drafts
- Manage debit and credit cards by blocking and unblocking reporting
- Access Remote Deposit Capture (RDC) to remotely deposit funds to your savings account
- Enable mobile messaging alerts and notifications

Our Online/Mobile Banking service will be available to you 24 hours a day but may be interrupted for a short period of time each day for data processing. Security protocols will be in place, such as electronic lock-out if there are numerous unsuccessful attempts to enter a transaction, and limits on the duration of access.

Remote Deposit Capture: For all Remote Deposit Checks, you must endorse the original paper check with your signature and write: "FOR MOBILE DEPOSIT ONLY TO NCPDFCU" in the endorsement area. If you fail to provide this endorsement, we may refuse the deposit and return it to you. You agree to indemnify our Credit Union from any liability or loss to our Credit Union arising from the payment of the original paper check without such required endorsement. Please see the separate "Remote Deposit Capture Terms & Conditions" for disclosures, limitations, and conditions.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization that you sign, and any separate agreement you have with the originator of the transfer.

f. Audio Response Banking Service (MTS). You may access your accounts via our touch-tone access telephone system.

You will be asked to select an access code to use this service. You may use telephone access to:

- Withdraw funds from your savings, checking, and Home Equity Line of Credit accounts;
- Transfer funds between your savings, checking, and Home Equity Line of Credit accounts;
- Obtain balance, account activity, and other information on your savings, checking, and loan accounts;
- Verify whether a check or other item has cleared your account;
- Make loan or credit card payments from your savings and checking accounts

The telephone access service is available twenty-four (24) hours a day but may be inaccessible for a short period each day for data processing. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in one day. No transfer or withdrawal may exceed the funds available in an account with us. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

g. Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor information for processing. There is no limit on the number of bill payments per day. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. There is no limit on the number of bill payments per day. The minimum bill pay transfer amount is \$1.00 and the maximum is \$9,999.99.

The following limitations on Bill Pay transactions may apply: There is no limit on the number of bill payments per day.

2. TRANSFER LIMITATIONS. For all share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer; by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES.

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

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

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

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete, or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

d. Security of Card and Access Code. The access codes issued to you are for security purposes and any codes issued to you are confidential and should not be disclosed to anyone else or recorded on or with the card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign onto your accounts. If you authorize someone to use your access codes, that authority shall remain in place until you specifically revoke that authority by notifying the Credit Union.

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

f. Illegal Transaction. You shall not use your card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

g. Reversal of Transactions. You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

h. No Right to Stop-Payment for Terminal Transactions. Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

4. **FEES AND CHARGES.** For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

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

5. **MEMBER LIABILITY.** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card, or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen, call:

1-800-847-2911 OR 516-938-0300 during normal business hours

Or write to:

NCPD Federal Credit Union
ATTN: Member Services
777 Old Country Rd.
Plainview, NY 11803

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

6. **BUSINESS DAYS.** For the purposes of these disclosures, our business days are Monday through Saturday. Holidays are not included.

7. RIGHT TO RECEIVE DOCUMENTATION

- a. Periodic Statements.** Transfer and withdrawal transactions made through any card, Online Banking, Mobile Banking, and Bill Pay service, telephone access system, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

- b. Terminal Receipts.** You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, POS terminal, or Check Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.
- c. Preauthorized EFTs.** If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same person or company, you can call us at 516-938-0300 or use telephone access or Online Banking to find out whether or not the deposit has been made. This does not apply to transactions occurring outside the United States.
- d. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 516-938-0300. This does not apply to transactions occurring outside the United States.
8. **DISCLOSURE OF YOUR INFORMATION.** We will disclose information to third parties about your account or the transfers you make:
- Where it is necessary for completing transfers.
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
 - In order to comply with government agency or court orders.
 - If you give us your written permission.
9. **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.** 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 available funds in your account to make the transfer.
 - If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
 - If the transfer would go over the credit limit on your overdraft line.
 - If you used your card or access code in an incorrect manner.
 - If the ATM where you are making the withdrawal does not have enough cash.
 - If the error was caused by a system of any participating ATM network.
 - If the ATM, POS terminal, telephone access system, Online Banking, Mobile Banking or Bill Pay system or other electronic service 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.
 - Any other exceptions stated in any of our agreements with you or which may be amended in the future.
10. **NOTICES.** All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. The use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
11. **BILLING ERROR RESOLUTION** (*does not apply to international remittance transfers*).
- In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than 60 days after we sent the first statement in which the problem or error appears.
- By Telephone: 516-938-0300
- By U.S. Mail: NCPD Federal Credit Union, ATTN: Member Services, 777 Old Country Rd., Plainview, NY 11803

- i. Tell us your name, telephone number where we may contact you and account number (if any).
- ii. 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.
- iii. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. So that we may fully investigate your complaint, we may ask you to provide additional information to the extent allowed by applicable law. We will determine whether an error occurred within 10* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within 10* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If a notice of error involves an unauthorized transaction on your Visa debit card, other than a cash disbursement at an ATM, we will provide provisional credit to your account within 5 business days of your notification so you will have use of the money during the time it takes us to complete our investigation. However, we may delay providing provisional credit if the circumstances or account history warrants the delay, in which case we will provide provisional credit within ten (10) business days. We will inform you of the results within three business days after completing our investigation. If we decide that there was no error, we will reverse the provisional credit to your account and send you a written explanation. You may ask for copies of the documents that we used in our investigation. See the Fee Schedule for any fees associated with such copies.

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

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions, and territories, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

12. IMPORTANT SAFETY TIPS REGARDING THE USE OF ATM MACHINES. The following is a list of safety precautions that you should follow when using an ATM machine or night depository:

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when using an ATM or Night Depository after dark.
- c. If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you.
- d. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- e. Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home.
- f. Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card, or deposit envelope, and leave.
- g. If you are followed after completing your transaction, go to the nearest public area where people are present.
- h. Do not write your personal identification number or code on your ATM card.
- i. Do not share your NCPD Federal Credit Union account number and any other personal identifying information with others.
- j. Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency services are needed, call the police. If you have complaints or concerns about the security of the ATM, contact the operator of the ATM, or the state banking department.

13. TERMINATION OF EFT SERVICES. You may terminate this agreement by (1) notifying us in writing; and (2) destroying or returning your Card(s). We may terminate this agreement by notifying you in writing. Termination does not affect any party's rights under this agreement regarding any transactions made before termination.

14. GOVERNING LAW. This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws, and regulations of the state of New York, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the main branch of the Credit Union is located.

15. **ENFORCEMENT.** You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you, as permitted by applicable law. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.