

EFT Disclosure and Agreement

This Disclosure/Agreement governs use of electronic funds transfer services ("EFT services") provided as a member service to you from The Ohio Educational Credit Union, Inc. ("OECU"). By using any EFT services, you agree to the terms of this Disclosure/Agreement.

1. Your Responsibilities and Authorized Use

By retaining or using an OECU-issued Automated Teller Machine access card ("ATM Card") or an OECU Debit Card (the ATM Card and the OECU Debit Card are referred to collectively as "your Card"), you agree:

- A. That your Card remains the property of OECU and will be surrendered immediately to OECU upon request.
- B. To abide by the rules and regulations of OECU relating to the use of your Card and the use of any EFT services.
- C. To notify OECU promptly of the loss of your Card. Refer to the section below entitled *Your Rights and Liabilities*.
- D. To be responsible for all authorized uses of your Card, whether used at a full-service automated teller machine ("ATM"), an electronic cash-dispensing machine or a Point-of-Sale terminal ("POS").
- E. To be responsible for any unauthorized use of your Card as disclosed in the section below entitled *Your Rights and Liabilities*.
- F. If you use your Card to access an account that is no longer available or lacks sufficient funds to complete the transaction, OECU may, at its sole discretion, charge or credit the transaction to another account.
- G. OECU may cancel your Card at any time without prior notice.
- H. OECU's liability to you for not completing a transaction will be limited as set forth in the section below entitled *Credit Union Liability for Failure to Complete Transactions*.
- I. OECU has the right to refuse a transaction that would exceed your account balance. OECU will not be required to complete any such transaction or any transaction that would exceed the daily authorization limit or account balance attached to your Card, but if it does, you agree to pay OECU the amount of the improper withdrawal or transfer upon request.
- J. Never allow anyone to use, borrow or obtain your Card and secret Personal Identification Number ("PIN") code. By giving your Card and PIN code to another person, you take responsibility for all transactions made by that person or by anyone else to whom that person may give your Card and PIN code, until you notify us to cancel your Card and issue a new card. Similarly, if you leave your PIN code in written form with your Card, you take responsibility for any card transactions made with your knowledge.

2. Types of EFT Services

- A. PRE-AUTHORIZED TRANSFERS. These services include direct deposits, recurring pre-authorized debits or transactions initiated through Home Banking or the use of an OECU ATM Card or OECU Debit Card using either an ATM, POS terminal, Automated Clearing House (ACH) or other EFT Services offered through OECU. Your available balance may be affected by authorizations from these services
- B. ACH ENTRIES – You may receive electronic transactions via the ACH. Credit to your account is provisional until we have received settlement through the Federal Reserve Bank or otherwise received payment. If we do not receive payment, we are entitled to a refund from your account, and the originator will not be considered to have paid the amount of the credit entry to you.
- C. AUDIO RESPONSE SERVICES. Using a touch-tone telephone, you may access your OECU accounts by phone 24-hours a day at (216) 696-6600 or (800) 433-TONI via the Credit Union's *Toni, the Touch-Tone Teller* audio response system. *TONI* services give you access to:
 1. Transfer funds from one OECU account to another or to another member's account.
 2. Make payments from your accounts to your OECU loan.
 3. Get information on your account balances or the last five (5) deposits or withdrawals made to your savings or checking accounts. (Please refer to our separate brochure on TONI services.)
- D. CARD SERVICES. You may use your Card and PIN code to access your accounts in the following ways:
 1. ATM Transactions. You may use your Card and PIN code to access all accounts that are related to your Card at any STAR terminal. You may access only your primary checking and savings accounts at all other ATMs that are a part of an electronic funds transfer service network to which OECU belongs.
 - a) You may use your Card and PIN code to perform the following types of transactions:
 - 1) Withdraw cash from your designated account(s).
 - 2) Make deposits into your designated account(s), where available.
 - 3) Transfer funds between your designated account(s), where available.
 - 4) Inquire on the balance available in your designated account(s), where available.
 - b) Your ability to perform the transactions set forth above depends on the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or EFT network may not perform or permit all of the transactions listed above.
 - c) ATM Fees When you use an ATM not owned by the credit union, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. In addition, a specific ATM or EFT network may not provide you with access to all of your accounts. OECU is not responsible for any terminal surcharge or the lack of certain transaction availability at non-OECU ATMs.

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2. **Point-of-Sale Transactions.** You may use your Card and Code to purchase goods and services from merchants who have agreed to accept your Card as a means of payment. Purchases made with your Card are referred to as "Point-of-Sale transactions" ("POS") and will be charged against your primary account.
 - a) An OECU ATM Card can be used for POS transactions wherever you see the STAR logo displayed.
 - b) The OECU Debit Card can be used for POS transactions wherever you see the STAR or VISA logo displayed or at merchants that accept VISA.
 3. **Daily Dollar Limits.**
 - a) The OECU ATM Card may be used to withdraw cash from an ATM and/or to conduct POS transactions up to \$600.00 or the available balance in your account, whichever is less.
 - b) The OECU Debit Card may be used to withdraw cash from an ATM up to \$600.00 or the available balance in your account, whichever is less, and/or conduct POS transactions up to \$5,000.00 or the available balance in your account, whichever is less.
 4. **Other Services.**
 - a) **Funds Transfer.** You may transfer funds between your OECU checking and savings accounts.
 - b) **Inquiries.** You may obtain the current available balance on all accounts attached to your Card.
 - E. **HOME BANKING.** Using the Internet, you may access your OECU accounts 24 hours a day. You must enroll online for this service. Full disclosure will be given to you at the time of enrollment.
 - F. **ELECTRONIC CHECK CONVERSION.** This service is utilized when you provide a check as payment, the payee, with your authorization, uses information from your check to make a one-time electronic funds transfer from your account. The funds may be withdrawn from your account the same day you make your payment, and you will not receive an image of your check from us..
 - G. **LIMITATIONS ON FREQUENCIES OF TRANSACTIONS** You may perform an unlimited number of EFT services transactions on your checking account. Limitations apply to Regular Share and Money Market accounts as follows:
 1. You may make up to six (6) electronic withdrawals per month on your Regular Share account.
 2. You may make up to six (6) electronic withdrawals per month on your Money Market account. Additional withdrawal restrictions apply to this account which may impact the number of electronic withdrawals you are allowed to make. See the Money Market Product Disclosure for complete details.
3. **Business Days** Our business days are Monday through Friday, except federal holidays.
4. **Your Rights and Liabilities** Contact the Credit Union AT ONCE if you believe your Card and/or PIN code has been lost or stolen, or if money is missing from your account.

You could lose all the money in your account (plus your maximum available overdraft). Telephoning is the best way of keeping your possible losses down. If you tell OECU within two (2) business days, you can lose no more than \$50.00 if someone uses your Card/Code without your permission. If you DO NOT tell OECU within two (2) business days after you learn of the loss or theft of your Card/Code, and the Credit Union can prove that it could have stopped the unauthorized transactions if you had told the Credit Union, you could lose as much as \$500.00.

If your monthly statement shows transactions you did not make, TELL THE CREDIT UNION AT ONCE. If you do not tell the Credit Union within sixty (60) days after your statement is mailed to you, you may be liable for the amount involved in the transaction if the Credit Union can prove that it could have prevented the transaction(s) if you had told us in time.

If a good reason, such as a long trip or a hospital stay, keeps you from contacting OECU, let the Credit Union know, and the time periods may be extended.

Whom to Contact If your Card and/or PIN code has been lost or stolen, or an unauthorized transaction on your account has occurred or may occur, call:

Cleveland Local: (216) 621-6296, press 6

Toll Free: (800) 552-OECU, press 6

or write to:

The Ohio Educational Credit Union, Inc.

Member Services

P. O. Box 93079

Cleveland, Ohio 44101-5079

5. **Charges for Transactions** . Please refer to the current OECU Statement of Fees to determine charges associated with ATM, POS, or other EFT transactions.
6. **Your Right to Receive Documentation of Transfer or Notice of Transactions.** You will receive a receipt at the Credit Union's ATM machines, other ATMs and at POS terminals that accept your Card each time you make a transaction. The receipt will indicate the location of the ATM or POS terminal (by code in some cases), the transaction date and type, the amount and your Card account number (truncated in some cases). Some POS terminals may not give you a receipt if your transaction amount is \$15.00 or less.

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You will receive an account statement each month for your account(s) that are accessed by electronic funds transfers. If you have arranged to have direct deposit(s) made to your account at least once every sixty (60) days from the same person, company or governmental agency, you can call or write to the Credit Union to determine whether the deposit has been made. Refer to *the section* above entitled *Your Rights and Liabilities* for the Credit Union's telephone number and address.

7. **Credit Union's Liability for Failure to Complete Transactions.** If OECU does not complete a transaction to or from your account according to the Credit Union's agreement with you, the Credit Union will be liable for your losses or damages with some exceptions. For example, OECU will not be liable if:
 - A. Through no fault of OECU, you do not have enough available funds in your account to make the transaction.
 - B. The ATM where you are conducting the transaction does not have enough cash.
 - C. The ATM was not working properly, and you knew that it was not functioning properly when you started the transaction.
 - D. Circumstances beyond the Credit Union's control (such as a natural disaster, fire or other calamity) prevents the transaction despite reasonable precautions taken.
 - E. The transfer would go over the credit limit available on your overdraft line, if applicable.
 - F. In the case of pre-authorized credits or payroll deductions, the data from the third party is not received, is incomplete or erroneous, or if the recipient is deceased.
 - G. The funds are subject to legal process or other encumbrances restricting such transfers.
 - H. There may be other exceptions in our agreement with you.
8. **Stop-Payment for Pre-authorized Transfers** If you have arranged with the Credit Union in advance to make regular periodic payments out of your account(s), you can stop any of those payments. There is a fee for all stop-payment orders. Please refer to our current Fee Schedule. Place a stop-payment by following these procedures:
 - A. Call or write OECU at the telephone number or address set forth in the section above entitled *Your Rights and Liabilities*. Your notice must be received by the Credit Union at least three (3) business days before the payment is to be made.
 - B. If you call, OECU may require you to put your request in writing. Your written notice must reach OECU within 14 days after your call.
 - C. *Liability for failure to Stop-Payment of Pre-authorized Transfer.* If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. Stop payment fees apply. Please see the current Fee Schedule for additional information.
9. **Disclosure of Account Information to Third Parties** OECU will not disclose information about your account(s) or the transactions you make, except:
 - A. As necessary to complete transactions.
 - B. To verify the existence or condition of your account upon request of a third party such as a Credit Reporting Agency/Bureau or merchant.
 - C. To comply with a government agency or court order.
 - D. If you give OECU your written permission.
 - E. In connection with any authorization messages transmitted in Point-of-Sale transactions.
10. **In Case of Errors or Questions About your Electronic Funds Transfers.** Telephone or write to the number or location in *the section* above entitled *Your Rights and Liabilities* as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on your receipt or account statement. OECU must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appears. When you contact us:
 - A. Tell us your name and account number.
 - B. Describe the error or the transfer about which you are unsure and explain as clearly as you can why you believe it is an error or why you need more information.
 - C. Tell us the dollar amount and date of the suspected error. If you tell us orally, we may require that you send your complaint or question to us in writing within 10 business days.
 - D. We will investigate any error promptly when we receive your complaint or letter. OECU will advise you of the result of its investigation within 10 business days (20 business days on accounts less than 30days; 90 days if the error is on a POS or transaction made outside the United States). If we decide that additional time is needed, we may take up to 45 days (90 days on accounts less than 30days old or for transactions conducted outside the United States or at POS terminals) to investigate your complaint or question. If we decide that additional time is needed, we will conditionally credit your account within 10 business days (20 business days on accounts less than 30days old), so that you will have use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing but do not receive it within 10 business days, we may not credit your account during our investigation.
 - E. We will tell you the results within three (3) 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 we used in our investigation. If you need more information about OECU's error resolution procedures, contact us at the telephone number or location shown in the section above entitled *Your Rights and Liabilities*.

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11. **Refusal of Card.** Neither we nor any other financial institution or business will be liable to you for failure to honor your Card.
12. **Disputes.** You agree to settle all disputes about purchases you made using your Card with the merchant who honored the Card.
13. **Foreign Transactions.** Foreign currency transactions will be converted to U.S. dollars under the then-current application rules of VISA International. A currency conversion fee may be applied. Please refer to the current OHeCu Fee Schedule for additional information.