Electronic Funds Transfer Agreement & Disclosure



1. Services

This disclosure applies to the following services:

- **Direct Deposit**
- Telebranch CFCU ATM Card
- MasterCard Debit Card Pre-Authorized Debits/Credits
- Online Banking

Mobile Banking

- Bill Payment

2. Usage and Limitations

Transactions available through ATM Networks are limited by the capabilities of the individual automated teller machines. There is no limit to the number of times you may use your card for non-withdrawal transactions.

on your Prime Share Account willhave access to any and all sub-accounts of your primary account number.

ATM withdrawals are subject to a daily withdrawal limit of \$525.

the available funds in your checking account the same day and will not be available for other use.

- CFCU reserves the right to refuse any transaction. MasterCard Debit Card transactions will be debited approximately 3 business days after the date of purchase. However, the amount of the transaction will be held from
- CFCU reserves the right to overdraw an account and charge a fee for doing so. You agree not to use your MasterCard debit card to initiate any type of gambling transaction. If your wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law.

MasterCard Debit Card transactions are subject to a daily limit of \$2,500 or funds available in your checking account and available overdraft sources, whichever is less.

i. Online Banking inter-institution (AKA eMoneyMover), transactions are subject to a limit based on share and length of time as a Member of CFCU. Please call us or contact us via Secure mail in eBranch (online banking) if you have questions about limits on these transfers.

Personal Identification Number You will have a four-digit personal identification number (PIN) assigned to you, or you may select your own code, for access to Telebranch, CFCU ATMs/ATM Networks, Point-of-Sale (POS) services, Online Banking, and Bill Payment. If you lose your PIN, need instructions on its use or wish to change it, visit any CFCU branch during normal business hours. Do not disclose your PIN or otherwise make it available to anyone not on your Prime Share Account. You understand that all joint owners signing

Account Access

You may use your card/PIN to:

- Make deposits to certain CFCU savings and checking accounts. Withdraw cash from certain CFCU savings and checking accounts.
- Obtain balances of certain CFCU savings and checking accounts. Transfer funds between your CFCU savings and checking accounts. Make advances from a CFCU line of credit.
- Make payments to your loans at CFCU.
- Pay bills directly by personal computer from your checking account in the amounts and on the days you request. Withdraw funds as a check mailed to the address on record for you account.
- 9. Transfer funds to your account at a financial institution other than CFCU. 10. Pay for purchases and services or obtain cash advances with your MasterCard Debit Card at millions of locations worldwide.
- Some of the above services may not be available at all terminals.
- Point-of-Sale (POS) Services

You can use your specially encoded plastic card at any retail location displaying the STAR or PLUS symbol.

At STAR and PLUS Network locations, there is no limit to the number of transactions you can make each day. POS transactions are subject to a daily POS withdrawal/ purchase limit of \$2,500 or funds available in your checking account and available overdraft sources, whichever is less.

Availability of Funds Funds from deposits may not be available for immediate withdrawal. Refer to CFCU's Funds Availability Policy for details.

restore the security of your accounts on our system. CFCU ATM Cards and MasterCard Debit Cards are nontransferable and belong to CFCU. You or any joint owner on your account may cancel any of these services by notifying CFCU.

Pre-authorized Debits

You may authorize automatic debits from as many third parties as you wish. Upon notification from a merchant (by oral, written, or posted notice), you or any joint owner may authorize a merchant to convert your check to a one-time electronic fund

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 at (707) 546-6000 or (800) 890-3540, or write us at the address below in time for us to receive your request 3 business days or more before the payment is scheduled

may receive an affidavit by visiting any CFCU branch or by calling us at the above number. A stop payment fee is charged for each pre-authorized debit you request

to stop as stated in the Fee Neutralization Schedule. Mail your completed affidavit to us at: Community First Credit Union, PO Box 6004, Santa Rosa, CA 95406 If you order CFCU to stop one of these payments 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.

A receipt describing the transactions you have made is available each time you use a specially encoded plastic card at one of CFCU's ATMs, Network ATMs, or at

Telebranch or Online Banking to obtain this information, or you can call us at (707) 546-6000 or (800) 890-3540 to determine if the deposit has been made.

Pre-authorized Debits that Vary in Amount When you authorize a third party to automatically debit your account for amounts that vary, the third party will notify you of the amount and transaction date 10 days

Periodic Statement

You will be delivered a monthly account statement unless there are no transfers in a particular month. In any case, you will be delivered the statement at least quarterly

If this is a joint Account, You agree to be jointly and liable, under the terms of this Agreement. You understand that any account access device that is requested and approved will be mailed only to the primary accountholder at the address that CFCU has for you on file. CFCU may refuse to follow any instructions which runs counter to this provision.

5. Governing Law This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling Federal law.

7. In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (707) 546-6000 or (800) 890-3540, or write to: Community First Credit Union, PO Box 6004, Santa Rosa, CA 95406 as soon as possible 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

Include the following information in your letter: Tell us your name and account number. 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.

If you tell us verbally, CFCU requires that you send us your complaint or questions in writing within 10 business days. We will tell you the results of our investigation

within 10 business days (5 business days for fraudulent MasterCard Debit Card point-of-sale transactions and 20 business days for a new account open less than 30 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 (90 days in the case of a transfer resulting from a POS debit card transaction, a transfer initiated outside the United States, or a new account open less than 30 days) to investigate your complaint or question. If we decide to

investigation. Your complaint or question must be in writing and if we do not receive it within 10 days, we will not recredit your account. If we determine after our investigation that an error did not occur, we will send you a written explanation within 3 business days after we finish our investigation, and we will debit your account for the amount of the provisional credit. You may ask for copies of the documents that we used in our investigation. 8. Member Liability Tell us AT ONCE if you believe your card or PIN has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account, plus up to the maximum amount of your line of credit. If you believe your card or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, your liability will be \$0 if someone used your card or PIN without your permission. If you DO NOT tell us within 2 business days after you learn of 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 be liable for up

do this, we will provisionally recredit your account within 10 business days for the amount you think is in error (5 business days for fraudulent MasterCard Debit Card point-ofsale transactions and 20 business days for a new account open less than 30 days), so that you will have the use of the money during the time it takes us to complete our

to \$500. If your statement shows unauthorized transfers, 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

If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, telephone us at (707) 546-6000 or (800) 890-3540, or write to: Community First Credit Union, PO Box 6004, Santa Rosa, CA 95406 Any person, who is permitted by you, either by express or implied permission, to use your card would be able to withdraw all of the money in your account. We refer to such persons as authorized users, and you agree that all authorized users may withdraw funds from your accounts with your card.

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

9. Credit Union 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. For example, CFCU will not be liable if: Through no fault of ours, you do not have enough money in your account to make the transfer. The transfer exceeds your approved line of credit limit from which the transfer is initiated (MasterCard Debit Card, Overdraft Line of Credit, & Home Equity Line of Credit). The automated teller machine where you are making the transaction does not have enough money.

The money in your account is subject to legal process or other encumbrance

current fees.

Exchange Rate

The system is not working properly and you know about the breakdown when you start the transfer. Circumstances beyond our control (such as fire, flood, computer malfunction, electrical outage, or problems with the telephone lines) prevent the transfer, despite the reasonable precautions we have taken. A third party originating a deposit fails to generate the deposit or fails to generate it in the correct amount or on time.

We fail to honor your card due to improper use or retrieval of the card by a CFCU ATM or any Network ATM. You have not provided the bill payment service with the correct names or account information for those persons or entities to whom you wish to direct payment. The intended recipient of the payment mishandles or delays a payment sent by the bill payment service. There are other exceptions stated in our agreement with you.

government-mandated rate in effect for the applicable central processing date.

In order to comply with legal process, such as government agency or court orders, etc.

or hospital stay) kept you from telling us, we will extend the time period.

- 11. Nonproprietary ATM When you use an ATM not owned by CFCU, you may be charged a fee by the ATM operator or any 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.

Transaction Fee A fee of up to 1 percent of the transaction amount is charged for transactions conducted outside the United States.

12. Foreign Transactions

We will not disclose information to third parties about your account or the transactions you make except: Where it is necessary for us to complete a transfer. To verify the existence or status of your account for ordinary business purposes, such as a request from a credit reporting agency or merchant, etc.

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard itself receives, or the

Website: www.comfirstcu.org Telephone: (707) 546-6000 or (800) 890-3540

The following provides general information regarding wire transfers. CFCU sends and receives wire transfers through our correspondent financial institution whenever possible, and secondarily through the Federal Reserve. CFCU may accept funds which have been transmitted through wire transfers or one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act. Members' rights and obligations with respect to such funds shall be construed in accordance with and governed by the laws of the State of California as provided by the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions and wire transfers involving members' accounts. The law governing wire transfers is

4. Notice of Receipt and Disbursal of Funds Members will be notified of the receipt and disbursal of funds in their periodic statement.

CFCU has no obligation to accept or execute any wire transfer request. CFCU will provide you telephonic notice of rejection. If CFCU is unable to reach you by telephone, CFCU may at its option give you notice of rejection in writing.

6. Cancellation Limitation
You will have no right to cancel or amend a payment order to initiate a wire transfer after CFCU receives it. CFCU will make a reasonable effort to act on a cancellation or amendment of a payment order made by you prior to the time that CFCU executes such payment order, but CFCU has no liability if your cancellation or amendment is ineffective. A fee will be assessed in accordance with the current credit union Fee Neutralization Schedule. You agree to pay CFCU the amount of any transfer request which CFCU transmits pursuant to this Agreement when CFCU executes a payment order to carry out your wire transfer request. You will not make any wire transfer request which would cause you to exceed the available balance in the account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without CFCU's prior consent, You agree to pay CFCU the overdraft amount and any overdraft fee immediately upon demand. CFCU has the right to set-off the amount of any overdraft against the balance in any of your accounts with CFCU and CFCU may exercise any rights CFCU has under any agreements which grants security for the payment of your liabilities or obligations.

By using sending or receiving a wire transfer, you agree that CFCU's security procedures are commercially reasonable. 10. Dividends Paid on Funds Dividends will be paid according to the dividend rate on the CFCU account to which the funds were directed or deposited.

11. Provisional Payment Credit given by CFCU to members with respect to an ACH credit entry is provisional until CFCU receives final settlement for the entry through the Federal Reserve system. If CFCU does not receive final settlement, members are hereby notified and agree that CFCU is entitled to a refund of the amount credited to members' accounts in connection with the entry. CFCU will reverse the entry and debit the member's account accordingly

does not have a right to cancel or amend this order.

The credit union will not be liable to make any refund for canceled requests, should cancellation be possible, until after the credit union receives confirmation of the returned funds.

You agree that CFCU has no liability and is not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount CFCU can transfer from time to time during any business day, provided, however, that CFCU will promptly notify you of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

Service Cancellation Policy CFCU may cancel, modify, and restrict the use of any CFCU service upon written notice, or without notice if your account is overdrawn or when necessary to maintain or

You may authorize a third party to automatically debit your savings or checking account on a recurring basis to pay for goods and services or to make your loan payments. transfer from your account. You or any joint owner may also authorize a merchant to debit your account for returned check fees.

from a savings account. How To Stop Pre-authorized Debits

to be made. If you call, CFCU requires you to put your request in writing on an "ACH Stop Payment Request" form, and return it to CFCU within 14 days after you call. You

d. CFCU reserves the right to refuse any pre-authorized debit which would draw upon insufficient funds, exceed a credit limit, or result in more than 6 transfers per month

3. Right to Receive Documentation of Transfers

POS merchants for transactions greater than \$15. Receipts issued by a CFCU ATM or any Network ATM are binding on CFCU only after verification by CFCU.

Pre-authorized Credits If you 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 use

6. Business Day Our business days are Monday through Friday, 9:00 a.m. to 5:30 p.m., except Federal Reserve holidays and such holidays as are declared by the CFCU Board of Directors.

no later than 60 days after we sent the first statement on which the problem or error appeared.

Tell us the dollar amount of the suspected error.

You agree not to use the MasterCard Debit Card or ATM card, or initiate any other electronic funds transfer covered by this agreement for any illegal purposes or any illegal

There is no charge to you for using Telebranch, Online Banking, or for participating in Direct Deposit. However, CFCU reserves the right to impose service charges at a future date after giving notice. ATM, Bill Payment, lost/damaged cards, and pre-authorized debit services are subject to fees. Refer to CFCU's Fee Neutralization Schedule for

If you give us your written permission. 14. Change of Terms We reserve the right to change or amend the terms of our electronic fund transfer systems as listed by mailing or delivering such changes or amendments to you at the address shown on the credit union's records. Prior notice may not be given, however, where an immediate change is necessary to restore the security of your account.

Wire Transfer Notice

The cutoff time for receipt and processing of incoming wire transfers is 3:00 p.m. Requests received after 3:00 p.m. or a day the Federal Reserve Bank observes as a holiday, will be processed the next business day. The cutoff time also applies to communications canceling or amending a wire transfer. The cutoff time for receipt and processing of outgoing wire transfers is 1:30 p.m. Requests received after 1:30 p.m. or a day the Federal Reserve Bank observes as a holiday will be processed the next business day. 3. Identification of Beneficiary
If a beneficiary (the member receiving funds) is identified by name and account number, CFCU will use the account number as the basis for identification.

2. Cutoff Time for Wire Transfers

Regulation J and Article 4A of the Uniform Commercial Code.

5. Addition zea Person(s)
The party(ies) named in your Membership Agreement are the Authorized Persons who may issue payment orders to CFCU for the initiation of wire transfers or to receive telephone calls from CFCU, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to CFCU under this Agreement for any account designated in your Membership Agreement. For confirmation purposes, CFCU may call any party designated in your Membership Agreement. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

The credit union has no influence or responsibility for fees or surcharges imposed by other financial institutions involved in the transfer of the funds.

You agree to examine any statement or confirmation which is sent to you and to notify CFCU within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If you fail to notify CFCU of any discrepancy or error within the required time period, you agree that CFCU is not liable to pay interest or reimburse you for any discrepancy or error in relation to a transfer request described in such statement or confirmation. GFCU has no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in your Membership Agreement. If, for any reason, CFCU is not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, CFCU may refuse to execute the transfer request. If CFCU does so, CFCU shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which you have agreed to with CFCU. You will notify CFCU immediately if you believe the confidentiality of the security procedures has been compromised and you shall act to prevent the security procedures from being further compromised.

12. Responsibility for Providing Wire Transfer Information
The wire transfer request is not complete until all information we request is provided by member. Members signing the CFCU Wire Transfer Request Form represent that the information they provide is correct and acknowledge responsibility for any errors resulting from incorrect or inaccurate information provided. Once CFCU accepts and executes the order, member 13. Refunds and Returned Funds

CFCU has no liability of any nature for delays or mistakes, provided CFCU acts in good faith and with reasonable care. CFCU is not responsible for delays or mistakes caused by other parties through whom CFCU transmits funds whether such other parties were selected by you or CFCU. CFCU is not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour established. CFCU will generally use the funds transfer system, but CFCU may use any means and routes that CFCU, in its sole discretion, consider suitable for the transmission of funds.

CFCU shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by you in connection with services offered by CFCU which are subject to this Agreement, regardless of whether CFCU knows or should have known such damages might be incurred. CFCU have no responsibility for any attorney fees that you might incur. CFCU may terminate this Agreement at any time by giving written or oral notice to you. Unless CFCU terminates this Agreement, the Agreement shall remain in effect until CFCU receives written notice of termination from you and has been afforded a reasonable opportunity to act on your termination notice. You may not assign this Agreement to any other party.

communityfirst