



MID-HUDSON VALLEY FEDERAL CREDIT UNION

ELECTRONIC FUNDS TRANSFER AGREEMENT

Regulation "E" Disclosure,
ATM Card and
Automated Access Agreement

*In this Electronic Funds Transfer disclosure statement, the words **you** & **your** refer to any person(s) authorized to process transactions to your account(s) covered under the Electronic Funds Transfer Act.*

*The words **we**, **us** and **our** refer to Mid-Hudson Valley Federal Credit Union.*

***Debit Card** refers to the VISA Check (Debit) Card and the credit union Cache (ATM) Card unless otherwise specified.*

***NYCE, PLUS or other network ATMs** refers to the nationwide or worldwide Automated Teller Machine networks.*

***Cache Station** refers to our own proprietary Automated Teller Machines.*

***EARS** refers to our Electronic Audio Response System.*

***Home Banking or Internet Banking** refer to our Internet Banking program.*

Signing the Card: Since the Debit Card is a form of identification, you agree to sign it immediately.

Telephone Number and Address for Notification: If you believe your Debit/Cache card or Personal Identification Number, or both, have been lost or stolen, that someone has transferred or may transfer money from your account without your permission, you must call us as follows:

- A. Cache Cardholder - 845-336-4444, 24-hours a day.
- B. VISA Debit (Check) Cardholder - 845-336-4444, during business hours Monday through Friday (except holidays); during evening hours, weekends or holidays, call 800-449-7728 for direct connection with VISA security. You may also write us at: Mid-Hudson Valley Federal Credit Union, PO Box 1429, Kingston, NY 12402

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

Member's Liability for Unauthorized Transfers: Tell us at once if you believe your VISA Debit (Check) Card or Cache Card or Personal Identification Number has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us is the best means of keeping your losses minimal. Once the loss is reported, as indicated above, a stop will be put on your account. If you tell us within two business days, you can lose no more than \$50 if someone uses your Cache Card or Personal Identification Number without your permission. If you report the loss of your VISA Debit (Check) card, there is no liability. However, the liability can be increased up to the limits if you are "grossly negligent" or you have handled the card fraudulently. For your Cache Card or Personal Identification Number, if you fail to notify us within two business days after you learn of the loss or theft and we can prove that we could have stopped someone from using the card without your permission if you had told us, then your liability can potentially increase to \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you fail to notify us of the problem within 60 days of the statement, your potential liability for subsequent unauthorized uses could be unlimited if we can prove that we could have stopped someone from taking the money, had you told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period. Your VISA Debit (Check) Card may not be used for any illegal transaction such as unlawful gambling.

Business Days: The credit union's business days are Monday through Friday, excluding holidays. Normal business hours are 7:30am - 5:00pm.

Types of Transactions Available: Your Debit/Cache Card may be used for the following transactions:

- A. Withdraw cash from your designated savings or checking account;
- B. Make deposits to your designated savings or checking account;
- C. Access your designated savings or checking account to purchase goods and services;
- D. Access your line of credit on your designated checking account;
- E. Transfer funds between your designated checking or savings account;
- F. Withdraw funds from your alternate accounts at proprietary ATMs.

Note: the rate of exchange between the transaction currency and the billable currency used for the processing of international VISA transactions is a wholesale market rate or government mandated rate in effect one day prior to the processing date plus one percent (1%).

Types of Transactions available for EARS or Internet Banking usage:

- A. Withdraw a check from your designated savings account, checking account or line of credit loan.
- B. Transfer funds between designated savings or checking accounts.
- C. Transfer funds from a designated savings or checking account to a designated loan.
- D. Transfer funds from a designated line of credit loan to a designated savings or checking account.

Electronic Check Conversion: 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 pay for purchases or to pay bills.

Transaction Limitations: The maximum cash withdrawal using proprietary or network ATMs, Point of Banking or Point of Sale terminals is \$1,000 per day. For advances through electronic devices like an ATM and for purchases, there may be a limit for each transaction or a daily limit. Deposits to your checking account may not be immediately available.

Charges for Transfer or Right to Transfer and Card Replacement Charge: We will charge you for using NYCE, PLUS or other network ATMs or Point of Banking terminals if the balance in your checking or savings account falls below \$1,000. If it does, we will charge you \$1.00 for each transfer. (Transfers include withdrawals, inquiries and transfers.) A \$1.00 fee may be imposed for Electronic Fund Transfers initiated at an ATM operated by another entity. We may charge you \$5.00 to replace a card more than once in a 12-month period.

Right to Receive Documentation of Transfer:

- A. Terminal Transfers - You get a receipt at the time you make any transfer to or from one of our ATMs.
- B. Periodic Statements - You'll receive monthly checking account statements.

Right to Stop Payment of Pre-Authorized Transfers; Procedure for Doing So; Right to Receive Notice of Varying Amounts; and the Credit Union's Liability for Failure to Stop Payments:

A. If you have authorized us in advance to make regular payments from your account, you can stop any of these payments. Here is how: Call us, or write us in time so that we may receive your request at least three (3) business days prior to when payment is scheduled to be made. If you call us, we may require you to put your request in writing and deliver it to us within 14 days after you call. We will charge you for each stop payment.

Telephone: 845-336-4444

**Address: Mid-Hudson Valley Federal Credit Union
PO Box 1429, Kingston, NY 12402**

B. Notice of Varying Amounts: If these regular payments may vary in amount, we, or the person you're going to pay, will tell you, 10 days before each payment, the date payment is due and the amount. You may choose to receive this notice only when the payment would differ by more than a certain amount from the previous payment, or if the amount falls outside of certain limits you set.

C. Liability for failure to stop payment of preauthorized transfers: If you order us to stop one of these preauthorized payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for the losses or damages.

Mid-Hudson Valley Federal Credit Union's 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 under the following conditions:

- A. If, through no fault of ours, you do not have enough money in your account to make the transfer;
- B. If the transfer would go over the limit on your overdraft line;
- C. If the ATM where you are making the transfer does not have enough cash;
- D. If the terminal or system was not working properly and you were aware of it when you started the transfer;
- E. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- F. If your money is subject to legal process or other encumbrance restricting such transfer (such as garnishment or tax lien);
- G. Your card was reported lost or stolen;
- H. Some other problem prevents us from completing the transaction the way you requested and we are able to correct the problem and complete the transaction later on;
- I. The delay causes you no losses or damages that you can prove in court.

Disclosure of Account Information to Third Parties: We will disclose information regarding your account in these instances:

- A. In order to verify the existence and condition of your account for a third party, such as a credit bureau;
- B. In order to comply with a government agency or court orders;
- C. If you give us your written permission;
- D. When it is necessary to complete a transaction or resolve errors involving your account.

In Case of Errors or Questions About Your Electronic Transfers: Call us as soon as you can at 845-336-4444 or write us at Mid-Hudson Valley Federal Credit Union, PO Box 1429, Kingston, NY 12402. If you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, we must hear from you no later than 60 days after we sent the first statement where the problem or error appeared.

- A. Give us your name and account number;
- B. Describe the error of which you are unsure and explain as clearly as you can why you believe it is an error and why you need more information;
- C. Give us the dollar amount of the error in question.

If you tell us orally, we may require that you send your complaint or questions in writing within ten (10) business days. The result of our investigation will be relayed to you within ten (10) business days after receipt of your questions or complaint and any error will be corrected promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will conditionally recredit your account within 10 business days, so that the amount in error is available for your use during the extended investigation period. FOR NEW ACCOUNTS, we have 20 business days to resolve an error if the error involves an Electronic Funds Transfer to or from an account within 30 days after the first deposit to the account was made. If your complaint or questions cannot be resolved within 20 business days, we will conditionally recredit your account for the amount of the error within 20 business days and resolve the error within 90 calendar days from the date we received notice of the error. For your VISA Debit (Check) Card complaint or questions, we must recredit your account for alleged point of sale debit card errors within ten (10) business days. For transactions occurring outside the United States or Puerto Rico, we will tell you the results of our investigation within 10 business days after we hear from you, and will promptly correct any errors. If we need more time, however, we may take up to 90 calendar days to investigate your complaint or question. If we decide we need to take this additional time, we will conditionally recredit your account for the disputed amount within 10 business days, so you have use of the money while we are completing our investigation. If a written notice was requested of you and you failed to provide it within the 10 business days as described above, we may not recredit your account. We will send you a written explanation within three (3) business days after completion of our investigation. You may ask for copies of the documents that we used in our investigation.

Other Agreements: In addition to the provisions of this agreement, use of your Debit Card is subject to the terms, conditions, and disclosures of the Mid-Hudson Valley Federal Credit Union accounts that may be used through the Debit card. Such other agreements include rules and regulations that apply to your checking account and your line of credit. If a negative balance condition occurs in your checking account, we will apply the negative balance to your line of credit loan.

Cancellations: The Debit Card is a service to our members and all card privileges may be cancelled by us at any time without notice.

Returning the Card: The Debit Card is the property of the Mid-Hudson Valley Federal Credit Union. If we ask, you agree to cut it in half and return it immediately.

Changes: We can change this agreement at any time. If we do, we shall provide written notice of the change on or with your next regularly scheduled periodic statement or within 30 days.