

# **Abilene Teachers Federal Credit Union**

## **Electronic Funds Transfer Agreement and Disclosures**

Effective January 1, 2022

### **Purpose**

The primary goal of this policy is to ensure that the use of Electronic Funds Transfers (EFTs) to receive and remit funds are initiated, executed, and handled in a secure manner and to ensure adequate banking controls are maintained. Factors of this policy include security, efficiency, cost effectiveness, the type of transfer requested and the methods used to communicate instructions to Abilene Teachers Federal Credit Union.

### **Definition**

The term Electronic Funds Transfer (EFT) means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing or authorizing a financial institution to debit or credit a consumer's account.

### **Agreement**

In this Agreement and Disclosures (Agreement), the words "you," "your," and "party" refer to any person or entity to whom an Abilene Teachers Federal Credit Union VISA® Debit Card (Card) is issued; any person to whom a Personal Identification Number or password (collectively, PIN) is issued in connection with any Debit Card or EFT services, any person authorized to use or given access to use any such Debit Card or PIN, and the Primary Member, Legal Owner or Authorized User on any Credit Union Account which may be accessed by the Debit Card, PIN, or EFT Service. The words "we," "us," "our," and "Credit Union" refer to Abilene Teachers Federal Credit Union. Capitalized terms used in this Agreement but not defined herein shall have the same meaning as in the Membership and Account Agreement (Account Agreement).

You agree that any use of an EFT Service or transfer by you shall be governed by the terms and conditions set forth in this Agreement, the Account Agreement, our policies and procedures, and any other agreements, disclosures, instructions, or FAQs (collectively, Other Agreements) provided to you in connection with an EFT Service or transfer, all of which are incorporated into this Agreement by reference. If the terms of this Agreement or any Other Agreements should conflict with the terms of the Account Agreement, the terms of this Agreement and the Other Agreements will control.

### **EFTs Included**

**The Electronic Funds Transfer (EFT) term includes, but is not limited to:**

- a. A deposit made at an automated teller machine (ATM) or other electronic terminal (including a deposit in cash or check) provided a specific agreement exists between the Credit Union and the member for EFTs to the account where the deposit is made.
- b. A transfer sent via Automated Clearing House (ACH).

- c. A preauthorized transfer credited or debited to an account in accordance with instructions.
- d. A transfer from the member's account resulting from a Debit Card transaction at a merchant location, point of sale (POS) transfers (even if no electronic terminal is involved) if the member's account is subsequently debited for the amount of the transfer.
- e. A transfer via ACH where the member provided a check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant, other payee or lockbox and later converted to an EFT; or whether the checks is retained by the consumer, the merchant, other payee, or the payee's financial institution.
- f. Collection of returned item fees via Electronic Funds Transfer:
  - i. Fees imposed by a merchant, other payee or another financial institution to collect via EFT for the return of an EFT or check unpaid applies only to the person who intends to initiate an EFT to collect the returned item fee from the member's account. The authorization requirement does not apply to any fees assessed by the Credit Union when the unpaid underlying EFT or check is returned or fees assessed by the Credit Union when paying the amount of an overdraft.
  - ii. In an accounts receivable transaction where the member sends a payment for amounts owed (or makes an in-person payment at a biller's physical location).
  - iii. Disclosure of dollar amount of fee for POS transactions.
  - iv. A third party initiating an EFT to a member's account to electronically collect a fee for an item returned unpaid may obtain the authorization and provide the notices required.
- g. A payment made by a bill payer under a bill payment service that is available to a member via computer, mobile device, or other electronic means, unless the terms of the bill payment service explicitly state that all payments or all payments to a particular payee or payees, will be made solely by check, draft, or similar paper instrument drawn on the member's account, and the payee or payees that will be paid in this manner are identified to the member.

## **Exclusions**

### **The electronic funds transfer (EFT) term does not include:**

- a. A payment that does not debit or credit a member's checking or savings account.
- b. A payment made in currency by a member to another person at an electronic terminal.
- c. A preauthorized check drawn by the financial institution on the member's account (such as an interest or other recurring payment to the consumer or another party), even if the check is computer-generated.
- d. Transactions arising from the electronic collection, presentment, or return of checks through the check collection system, such as through transmission of electronic check images.

- e. Wires or similar transfer of funds through Fedwire or through a similar wire transfer system that is used primarily for transfers between financial institutions or businesses.
- f. Securities and commodities transfers where the primary purpose is the purchase or sale of securities or commodities, if the security or commodity is:
  - i. Regulated by the Securities and Exchange Commission or the Commodity Futures Trading Commission.
  - ii. Purchased or sold through a broker-dealer regulated by the Securities and Exchange Commission or through a futures commission merchant regulated by the Commodity Futures Trading Commission.
  - iii. Held in book-entry form by a Federal Reserve Bank or Federal agency.
- g. Automatic transfers under an agreement between the Credit Union and a member which provides that the Credit Union will initiate individual transfers without a specific request from the member:
  - i. Between a member's accounts within the Credit Union.
  - ii. From a member's account to a family member's account when both are held by the Credit Union.
  - iii. Between a member's account and an account of the Credit Union subject to preauthorization.
- h. Telephone-initiated transfers of funds:
  - i. Initiated by a telephone communication between the member when the Credit Union makes the transfer.
  - ii. When the transfer does not take place under a telephone bill payment or other written plan in which periodic or recurring transfers are contemplated.

## **Accessing EFT Services**

The following Electronic Funds Transfer services are available. The services may be unavailable from time to time due to system maintenance and for causes beyond our control.

### **VISA® Debit Card**

You may use your VISA Debit Card and PIN to:

- Withdraw cash from your checking or savings accounts.
- Check the available balance of your checking and savings accounts.
- Pay for purchases at merchants that agree to accept the card.
- Get cash from a merchant or a financial institution, if the merchant or financial institution permits.

Signature-based debit transactions do not require a PIN but may require positive identification. Some of these services may not be available for all accounts or at all terminals.

### **Automated Teller Machines (ATM)**

You may withdraw up to \$500 of your available balance per day (24-hour period) using an ATM. If you use an ATM owned by a financial institution, business, or individual other than the Credit Union, you may be charged a withdrawal fee. Some of these services may not be available for all accounts or at all terminals.

### **Online and Mobile Banking**

With your username and password, you may access your accounts on our website at [abileneteachersfcu.org](http://abileneteachersfcu.org) or through our Mobile App to:

- Transfer funds between your checking and/or savings accounts.
- Transfer funds from your checking and/or savings accounts to another member's account.
- Make payments from your checking and/or savings account to loans with us.
- Make payments from your checking account to third-parties.
- Check the available balance of your checking and/or savings accounts.
- Check information about deposits and/or withdrawals to/from your checking and/or savings accounts.

Some of these services may not be available for all accounts.

### **Direct Deposit and Preauthorized Payments**

You may arrange for certain direct deposits to be accepted into your checking or savings accounts or to pay certain recurring bills from your checking or savings accounts. Some of these services may not be available on all accounts.

### **Electronic Check**

By writing a check to a merchant, you may authorize the merchant or payee to make a one-time electronic payment from your Checking Account using information from your check to pay for the purchase or to pay a bill. You may also authorize a merchant or payee to electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an Electronic Funds Transfer. Some of these services may not be available on all accounts.

### **Interrupted Services**

If you should experience an interruption while conducting a transaction with a computer or mobile device, you should immediately log out of EFT Services and log in again to verify if your transaction was completed. If you cannot log in to EFT Services, you agree to contact the Credit Union promptly to determine if the transaction had been completed. In order to avoid duplicate transactions, you agree not to re-request a transaction performed during an interrupted session. If you conduct a duplicate transaction payable to a third party, we will not be responsible if the third-party refuses to refund the duplicate transaction amount.

### **Notifying the Credit Union**

Please contact the Credit Union for Notification of Unauthorized Use, Stop Payment of Preauthorized Transfers, Error Resolution and to Report a Lost or Stolen VISA® Debit Card. If you call after business hours, the automated message will direct you to the appropriate contact point.

**During or After Business Hours: 325-677-2274 or 800-677-6770**

In the case of a lost or stolen debit card, the fastest way to deactivate the card is to access the Card Controls option in the Abilene Teachers FCU's Mobile App or Online Banking platform and change the Debit Card Status to 'Inactive'.

## **Disclosures**

**1. Multiple Party Accounts.** If any of your Accounts accessed under this Agreement are Multiple Party Accounts, all Primary Members, Legal Owners and Authorized Users shall be bound by this Agreement and shall be responsible for all EFT transactions to or from any Checking, Savings, or other Account as provided in this Agreement. The Primary Member, Legal Owners or Authorized Users, without the consent of any other Owner or Authorized User, is/are hereby authorized to make any transaction permitted under this Agreement. Each Primary Member, Legal Owner, and Authorized User is approved to act on behalf of the other Owners or Authorized Users. The Credit Union may accept orders and instructions regarding any EFT transaction on any Account from any Owner or Authorized User. The Credit Union reserves the right to require the consent of one or more Owners before acting on the instructions of an Authorized User. We may refuse to honor EFT instructions if conflicting instructions are received from Owners or Authorized Users.

**2. Using the EFT Services.** You represent you are a Primary Member, Legal Owner or Authorized User on any Account you access with EFT Services. You agree to follow any instructions provided in connection with your use of any EFT Services. You are responsible for the proper operation and security of your computer, mobile device, and any internet or cellular data service used to access EFT Services. All communications sent to the Credit Union through EFT Services become our property. The Credit Union is not responsible for any charges, expenses, or other costs you may incur as a result of any use or misuse of a computer, mobile device, or any internet or cellular data service used to access EFT Services.

**3. Requirements to Use the EFT Services.** You must request and receive approval to use most EFT Services. For our computer-based EFT Services, you are responsible for acquisition, maintenance, and security of a computer or mobile device capable of accessing EFT Services. You must have appropriate software and access to an internet service and/or a mobile service plan to access EFT Services. You are responsible for all costs, fees, and other expenses related to your computer or mobile device and any access service plans, including without limitation, data charges and fees. EFT Services may not be available on all networks or in all locations. We will not be responsible for any problems or failures related to your computer or mobile device, internet or cellular service provider, or how any other service provider may affect your access to EFT Services.

**4. Overdrafts.** Subject to any overdraft protection arrangements you have with us, you agree we will be under no obligation to make a withdrawal or transfer if there are insufficient available funds in your Account. You consent you will not use your Debit Card, PIN, or EFT Service to withdraw or transfer funds from your Account in amounts exceeding the available balance plus any overdraft protection in your Account at the time of any such transfer. The available balance is the part of the current balance that is accessible for you to use without incurring overdraft fees. The available balance takes into account holds placed on funds such as check deposits (pursuant to our Funds Availability Policy), holds for preauthorized debit card transactions at the time of purchase, and legal holds. We generally pay items as we receive

them in presentment files which are processed multiple times per day. Each presentment file contains numerous records of a specific type of item (for example, checks, ACH, and ATM/Point-of Sale (POS)). These presentment files may contain several items to be processed against your Account. Transactions performed in person, such as withdrawals or checks cashed at our branch offices, are disbursed as they are performed. You agree that your use of an EFT Service shall be subject to the Overdraft and Overdraft Privilege provisions set forth in the Account Agreement, as well as our overdraft policies and procedures. For more information concerning Overdraft Protection Extended (Debit Card) Coverage, please see section 3, Overdraft and Overdraft Protection, in the Checks and Withdrawals portion of the Membership and Account Agreement.

**5. General Security.** You agree to keep your Debit Card, PIN and other access devices in a place of safekeeping. You consent to refrain from disclosing your PIN, account and login information to any third party, refrain from writing your PIN on your Debit Card, and refrain from recording or displaying your PIN, account and login information in such a manner that it will be accessible to others. You agree to follow our security procedures to authenticate your identity when requesting Account access or transactions. You consent that the use of a Debit Card or PIN affiliated with your account by you, any other Legal Owner or Authorized User, any party to any of your accounts which can be accessed by a Debit Card or PIN, and anyone you permit or authorize to use your Debit Card or PIN has approved access to your account and thus your funds.

In addition, anyone to whom you disclose your PIN or give access to your Debit Card or PIN shall be deemed an Authorized User for which you shall be liable. If you authorize another person to use your Debit Card or PIN in any manner, your authorization is considered unlimited in amount and manner until you have retrieved your Debit Card or notified us in writing that you have revoked the authorization and we have received it and had a reasonable amount of time to act on it. You agree not to leave your computer or mobile device unattended while logged into any EFT Services and you will promptly log off each time you are finished. If you enroll in the Mobile App, you agree to implement the security features of your mobile device to lock after a certain period of inactivity. You understand any person having access to your Debit Card, PIN, computer, or mobile device may be able to access EFT Services and perform transactions including reviewing all available Account information and making transfers to other Accounts and persons. You will be responsible for reporting the loss or theft of your Debit Card, PIN, mobile device, or any other device used to access EFT Services to us as soon as possible after the loss or theft.

**6. Wireless Security.** We employ industry-leading security measures to protect your Accounts. The method you use to access mobile communications may not always be secure and there are risks in accessing EFT Services with your mobile device or computer on an open WIFI network. Subject to applicable law, you expressly agree to assume all such risks. You agree to:

- a. Exercise precautions to safeguard your mobile device, your identity, your Accounts, and your Account information.
- b. Never to use an open WIFI wireless network to log into your Online Banking or Mobile App.
- c. Not to disclose your personal and Account information to unknown persons or persons whose identity you cannot verify for any reason.

- d. Remain vigilant for phishing, scams, and fraud; notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or the Credit Union.
- e. Inform us immediately if you change your email address, physical address, phone number or other contact information.

Abilene Teachers Federal Credit Union staff will never contact you by telephone, text messaging, email, or otherwise and ask you to provide us your user name or PIN.

**7. Notices.** All notices from us will be effective when we have communicated or mailed them to the Primary Member's last known address in the Credit Union's records. Notice to the Primary Member shall constitute notice to all other Account Owners and Authorized Users. Notices from you will be effective when received by the Credit Union at:

Abilene Teachers Federal Credit Union  
P.O. Box 5706  
Abilene, TX 79608

**8. No Warranty.** EFT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT EFT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER THE CREDIT UNION NOR ANY OF ITS SERVICE PROVIDERS MAKES ANY WARRANTY ON ANY COMPUTER, MOBILE DEVICE, OTHER HARDWARE, SOFTWARE, OR SERVICES, WITH RESPECT TO YOUR INTERNET OR CELLULAR SERVICE PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR PERFORMANCE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.

**9. Limitation of Liability.** We are not responsible for any loss, damage, or injury, whether caused by your computer, mobile device, software, or any technical and/or editorial errors or omissions in any material provided to you in connection with EFT Services. If we do not complete a transfer you have requested, we may be liable to you, but only for your actual losses and damages up to the amount of the transfer. We will not be responsible for any indirect, incidental, exemplary, special, punitive or consequential losses or damages arising in any way pertaining to the use, maintenance or security of your computer, mobile device, software, or EFT Services. In States that do not allow the exclusion or limitation of liability for indirect, special, incidental, or consequential damages, our liability is limited to the extent permitted by applicable law.

**10. Indemnification.** To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold the Credit Union, its service providers, and each of their respective directors, officers, employees and agents harmless from any and all costs, claims, damages, liabilities, and expenses (including attorney's fees) arising out of or related to your access or use of EFT Services. If you violate this Agreement, you agree to indemnify, defend, and hold the Credit Union, its service providers, and each of their respective directors, officers, employees and agents harmless from any and all costs, claims, damages, liabilities, and expenses (including attorney's fees) arising out of or related to your access or use of EFT Services.

**11. Additional Services.** We may introduce new EFT Services or enhance existing EFT Services from time to time. We will notify you by posting an announcement on our website and/or on the Online Banking or Mobile App platforms when they are available. You

acknowledge and agree all existing and new EFT Services shall be governed by this Agreement and any additional terms or agreements we may provide to you.

**12. Denial of Services.** The use of EFT Services is a privilege of membership, not a right. In the event the Primary Member, Legal Owner or Authorized User becomes delinquent on an obligation to the Credit Union, causes us a loss, or makes known his or her intention to cause us a loss, whether by way of loan default, Account overdraft, or otherwise, you acknowledge we may restrict or terminate certain services. In the event a Primary Member, Legal Owner or Authorized User becomes abusive in the conduct of his or her affairs with the Credit Union, you acknowledge we may restrict or terminate certain services including without limitation computer access, mobile access, and Debit Card services. Any electronic access restrictions we may impose under these circumstances may apply to all of the Primary Member's Accounts. In certain situations, services may be reinstated if any delinquency, loss, or other adverse matters are subsequently corrected.

**13. PIN-Less Debit Transactions.** The Debit Card has been enabled for processing of non-VISA® debit transactions without requiring PIN authentication. A "non-VISA debit transaction" is processed through an ATM network which is not the VISA network. PIN-less, non-VISA debit transactions are referred to as PIN-less debits. In some cases, a merchant may automatically process your transaction as a PIN-less debit without giving you notice or a choice. Terms in this Agreement relating only to transactions processed through the VISA network, such as VISA zero liability protection, do not apply to PIN-less debit transactions.

**14. Stop Payment.** Unless otherwise provided in any Agreement or Disclosure you receive when you arrange for EFT Services, you acknowledge and agree you may not stop payment of any transaction initiated through use of a Debit Card or PIN.

**15. Surrender, Cancellation, and Amendment.** You understand the Debit Card shall at all times remain our property. You agree to surrender your Debit Card to us upon demand. Subject to such notification as may be required by applicable law, we may add, change, or delete any of the terms of this Agreement and we may terminate one or more EFT services or cancel this agreement at any time. You may terminate your conformity to this Agreement at any time by notifying us in writing. You will remain responsible for all transactions made by the Primary Member, Legal Owner or Authorized User before termination or allowed by the Primary Member, Legal Owner or Authorized User after termination.

**16. Illegal Transactions.** You agree you will not cause or allow the Debit Card, PIN, or your Account to be used in any manner or for any transaction that poses an undue risk of illegality. We have the right to refuse to authorize any such transaction. If you use your Debit Card, PIN, or Account for a transaction that is determined to be illegal, you will be liable for the transaction and you acknowledge we may restrict or terminate certain services including without limitation computer access, mobile access, and Debit Card services. You waive any right to take legal action against the Credit Union for your illegal use of the Debit Card, and you agree to indemnify, defend and hold the Credit Union and VISA® International, Inc. harmless from and against any lawsuits, other legal action or liability that results directly or indirectly from such illegal use.

**17. International Transactions.** If you initiate an international transaction with your Visa® Debit Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be:



- a. Rates selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date; rates may vary from the rate VISA itself receives.
- b. The government-mandated rate in effect for the applicable central processing date.

**18. VISA® Debit Card Preauthorization Holds.** When you use your VISA Debit Card at certain merchants such as self-service gas stations, restaurants, hotels, airlines, rental car companies, or other businesses, the merchant may request a preauthorization amount to cover the transaction. This amount may be less than or greater than the actual purchase amount. We will place a hold on your Account for the amount of a preauthorization request for up to four business days (defined as Monday through Friday with the exception of federal banking holidays). You will not have access to funds subject to a preauthorization hold. This hold may remain on your Account up to four business days even after the transaction has been paid. If a preauthorization hold is released before the transaction is posted to your account, the transaction may be settled at any time. You may incur overdraft fees if you fail to maintain a sufficient available balance to pay your transactions. You acknowledge and agree you will be responsible for any costs or fees you incur for returned or denied items due to preauthorization holds.

**19. Confidentiality.** EFT Services such as Online Banking, Mobile Banking, and Bill Payment Service may allow any person using a computer or mobile device to obtain information about the Primary Member and their Credit Union Accounts if using the correct user name and password. By sharing login information with a third party, even if they are not an Owner or Authorized User, all of the Primary Member's deposit and loan account information will be available to the third party. You acknowledge and agree any person authorized to use your PIN to access EFT Services, and any additional services we may specify in the future, will have full access to the Primary Member's Account information available through EFT Services, and we are not responsible for access to your information by any such persons.

**20. Safety Precautions.** We recommend not lending your Debit Card to anyone. Exercise discretion when using an ATM, night deposit facility or Point of Sale (POS) terminal and observe basic safety precautions. Prepare for any ATM transaction prior to approaching the ATM. Observe the ATM and overnight deposit facility and assure yourself all approaches are well lighted. Be on the lookout for suspicious activity nearby. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Do not leave your Debit Card or any other documents behind. Conceal cash received from an ATM to the best of your ability and count it after you have left. Keep your PIN secret and memorize it. Do not give anyone information regarding your Debit Card or PIN over the telephone. When using an ATM or POS terminal, place your body in a position that will prevent others from observing during PIN entry. Retain your receipts and compare them against your statements and notify the Credit Union immediately if you suspect an error or if an unauthorized transaction has occurred. Use the phone numbers shown below for Notification of Unauthorized Use, Stop Payment of Preauthorized Transfers, Error Resolution and to Report a Lost or Stolen VISA® Debit Card. If you call after business hours, the automated message will direct you to the appropriate contact point.

**During or After Business Hours: 325-677-2274 or 800-677-6770**

In the case of a lost or stolen debit card, the fastest way to deactivate the card is to access the Card Controls option in the Abilene Teachers FCU's Mobile App or Online Banking platform and change the Debit Card Status to *'Inactive'*.

## **Preauthorized Payments**

**1. Right to Stop Preauthorized Transfers.** If you have arranged in advance to make periodic payments from your Account, you can stop any of these payments. Please contact our Member Account Center at:

**(325) 677-2274 or (800) 677-6770**

An oral stop payment order will only be binding for 14 days after which time it must be renewed in writing for the stop payment to remain in effect. We need to receive your letter three business days or more before the payment is scheduled to be made in order to have a reasonable amount of time to act on your request at:

Abilene Teachers Federal Credit Union  
Member Account Center  
P.O. Box 5706  
Abilene, TX 79608

A written stop payment order will be effective for six months and may be renewed upon a request made in writing to us. We will charge a fee as set forth in our Fee Schedule for each stop payment order you give.

**2. Notice of Varying Amounts.** If these periodic payments vary in amount, the person or company you are paying should be notifying you before each payment, when it will be made and how much it will be. Please contact the person or company you are paying for more information concerning their notices.

**3. Liability for Failure to Stop Preauthorized Payments.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we are not able and/or we do not stop it, we may be liable to you, but only for your actual losses and damages up to the amount of the transfer. We will not be responsible for any indirect, incidental, exemplary, special, punitive, consequential losses or damages arising from your request not being fulfilled.

**4. 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 may be liable to you, but only for your actual losses and damages up to the amount of the transfer. We will not be responsible for any indirect, incidental, exemplary, special, punitive or consequential losses. We are not liable for including but not limited to the following:

- a. Through no fault of ours, you do not have enough money in your Account to make the transfer.
- b. You have a personal line of credit loan to cover overdrafts and the transfer would cause your line of credit to be over your available loan balance.

- c. The terminal or ATM where you are making the transfer does not have enough cash.
- d. The terminal or system was not working or communicating properly.
- e. You have closed the Account to or from which the transfer was to be made.
- f. The funds in your Account are subject to an administrative hold, legal process, preauthorized hold, or other claim.
- g. Failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
- h. Circumstances beyond our control (such as fire, flood, storms, power outages, etc.) prevent the transfer, despite reasonable precautions taken.
- i. The transaction is of an illegal nature.
- j. Other exceptions in our agreements with you.

**5. Contact in the Event of Unauthorized Transfer and for Error Resolution.** If you believe your Debit Card or PIN has been lost or stolen the fastest way to deactivate the card is to access the Card Controls option in the Abilene Teachers FCU Mobile App or Online Banking platform and change the Card Status to '*Inactive*'. If you do not have access to the Mobile App or Online Banking platform, please call our Card Processing staff at:

**(325) 677-2274 or (800) 677-6770**

If you are submitting written questions about your debit card, please send them to:

Abilene Teachers Federal Credit Union  
Attn: Card Services Department  
P.O. Box 5706  
Abilene, Texas 79608

If you have questions concerning an EFT transaction or transfer on your account, please call our Member Account Center at:

**(325) 677-2274 or (800) 677-6770**

If you are submitting written question about transactions on your account, please send them to:

Abilene Teachers Federal Credit Union  
Attn: Member Account Center  
P.O. Box 5706  
Abilene, TX 79608

**6. For Point-of-Sale and U.S. ATM Transactions Sent Over the VISA® and Plus Networks Using Your VISA Debit Card.** If you believe your Debit Card or PIN has been lost or stolen, you will not be liable once you notify us that someone may have used your Debit Card or PIN without your permission. This liability limitation does not apply if you are negligent or

fraudulent in the handling of your Account or your Debit Card. In those cases, your liability will be determined under the standards set forth below for all other transactions.

<b>Event</b>	<b>Timing of Member's Notice to Abilene Teachers FCU</b>	<b>Maximum Member Liability</b>
Loss or theft of access device <sup>1</sup>	Within 2 business days after learning of loss or theft	Lesser of \$50, OR the total amount of unauthorized transfers
Loss or theft of access device <sup>1</sup>	More than 2 business days after learning of loss or theft up to 60 days after transmittal of statement showing first unauthorized transfer made with access device	Lesser of \$500, OR the sum of: (a) \$50 or the total of unauthorized transfers occurring in the first 2 business days, whichever is less, AND (b) The amount of unauthorized transfers occurring after 2 business days and before notice to Abilene Teachers FCU. <sup>2</sup>
Loss or theft of access device <sup>1</sup>	More than 60 calendar days after transmittal of statement showing first unauthorized transfer made with access device	For transfers occurring within the 60-day period, the lesser of \$500, OR the sum of (c) Lesser of \$50 or the amount of unauthorized transfers in first 2 business days, AND (d) The amount of unauthorized transfers occurring after 2 business days For transfers occurring after the 60-day period, unlimited liability (until Abilene Teachers FCU is notified). <sup>3</sup>
Unauthorized transfer(s) not involving loss or theft of an access device	Within 60 calendar days after transmittal of the periodic statement on which the unauthorized transfer first appears	No liability.
Unauthorized transfer(s) not involving loss or theft of an access device	More than 60 calendar days after transmittal of the periodic statement on which the unauthorized transfer first appears.	Unlimited liability for unauthorized transfers occurring 60 calendar days after the periodic statement and before notice to Abilene Teachers FCU.

<sup>1</sup> Includes a personal identification number (PIN) if used without a card in a telephone transaction, for example.

<sup>2</sup> Provided that Abilene Teachers FCU can demonstrate that these transfers would not have occurred had notice been given within the 2-day period.

<sup>3</sup> Provided that Abilene Teachers FCU can demonstrate that these transfers would not have occurred had notice been given within the 60-day period.

**7. For All Other Transactions Involving a Card or PIN.** If you believe your Debit Card or PIN has been lost or stolen and you tell us within two business days after you discover the loss or theft, you can lose no more than \$50.00 if someone used your Debit Card or PIN without your permission. If you do NOT tell us within two business days after you discover the loss or theft of your Debit Card or PIN and we could have stopped fraudulent transactions from processing, you could lose as much as \$500.00.

**8. Duty to Report Errors Promptly.** If your statement shows transfers or transactions you did not initiate, including those made by Debit Card, PIN, or other means, tell us at once. You have 60 days after a statement is made available electronically or through the postal service to review it and notify the Credit Union of any unauthorized transactions. If a good reason (proof of a hospital stay, for example) kept you from telling us, we may extend the time period.

**9. In Case of Errors or Questions About Your Electronic Transfers.** As soon as you can, call or write to us at:

**(325) 677-2274 or (800) 677-6770**

Abilene Teachers Federal Credit Union  
Attn: Member Account Center  
P.O. Box 5706  
Abilene, TX 79608

If you think your statement or receipt is wrong or 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 on which the problem or error appeared. We will need the following information:

- a. Your name and Account number.
- b. Describe the error or the transfer you are unsure about; explaining as clearly as possible why you believe it is an error or why you need more information.
- c. The dollar amount of the suspected error.

Our investigation can take up to 45 business days. Provisional credit may be granted during the investigatory period. We will tell you the results within three business days after completing our investigation. If we determine there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

**10. Confidentiality.** We will disclose information to third parties about your accounts or the transfers you make:

- a. In order to comply with government agency or court orders.
- b. If you have given us your written or verbal (during a three-way conference call) permission.