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## 3RIVERS FEDERAL CREDIT UNION Electronic Funds Transfers Agreement & Disclosures

### ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

- 1. Purpose of This Agreement.** This Agreement defines your and the Credit Union's rights and responsibilities with respect to transactions. You understand that all agreements and rules and regulations applicable to your accounts and account services, as set forth in this Disclosure and otherwise, remain in effect and apply to this Agreement, except as specifically modified in this Section. You agree to abide by this Agreement, and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any Card and/or Access Device, as amended, modified or revoked. The Credit Union may not offer all services discussed in this Agreement at this time.
- 2. Types of Electronic Funds Transactions.** The Electronic Funds Transactions we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.
  - a. Automatic Teller Machines (ATMs).** The Credit Union may issue to you an access device and Personal Identification Number ("PIN") to be used to make transactions. You can use your access device to:
    - Withdraw cash from the account(s) designated in your Membership Application provided the funds are available;
    - Check the balances in the account(s) designated in your Application (this is called an "inquiry");
    - Transfer funds between the account(s) designated in your Application; and
    - Make deposits at designated ATMs that we own.
  - b. Debit/Point of Sale Transactions.** If we approve your Application for a Check Card, or other electronic Access Device, you may use your Card/Access Device to purchase goods and services at point of sale (POS) terminals designated by the Credit Union and anywhere participating merchants honor your Card/Access Device. Transactions hereunder will be covered by funds deducted from your share draft/checking account. Subject to the limitations set forth in the Rate and Fee Disclosure, you may pay for goods and services (or make certain other transfers if the merchant is a financial institution) at applicable terminals up to the current balance in your designated share draft/checking account and any available credit under your applicable overdraft line-of-credit, and cause that account to be debited for the amount of those purchases. Your available balance in that account may be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account from the amount of the purchase or other transaction will be released and your account debited for that amount.
  - c. Preauthorized Transfer Services.** You can authorize the following transactions without the use of any access device issued by the Credit Union:
    - (1) **Payments:** You can make payments on your loans with the Credit Union directly from your regular share or share draft/checking accounts;
    - (2) **Within Credit Union Transfers:** You can arrange to transfer funds between your regular share and share draft/checking accounts. By separate application, you can arrange to transfer funds from your accounts to the account(s) of other members;
    - (3) **Direct Deposits and Payments:** You can authorize persons or companies to make direct deposits or withdrawals to or from your share or share draft/checking accounts for payroll, pension, social security and other types of deposits or payments. You may give other persons or companies written or oral permission to transfer payments from your Credit Union accounts through "ACH" or other electronic means. Such agreements or arrangements are solely between you and the other person or company. The Credit Union shall have no responsibility or liability to you for any such transactions. Thus, you should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to others hereunder applies to all "ACH" or other electronic transactions, whether evidenced by any type or writing or converted to a written instrument by the other person (and/or their agents). All such transactions are deemed to be authorized by you.
  - d. Telephone Transactions.** If we approve Tele-Teller (audio response) access for your accounts, you may access your accounts through Tele-Teller. (audio response) with an access code that we will issue. You must use your Access Code and member number to access your accounts. You may use Tele-Teller. to:



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- Change your access code.
- Obtain account information related to any of your savings and loan accounts regarding current balance, share draft/checking history, savings dividends and rates, payroll and automatic deductions.
- Make transfers to or from your accounts or such accounts you have authorized in writing prior to such transfer request.
- Request advances on your personal or home equity line-of-credit loans and deposit the proceeds in any of your accounts.
- Make loan payments from any savings or share draft/checking accounts to any loan account of yours.

Telephone services are provided by our Member Relations staff Monday through Friday 7:00 a.m. to 7:00 p.m. Verification of account ownership will be requested before account information is released. To ensure courteous and efficient service, supervisory personnel in our Member Relations area may monitor calls randomly.

**e. Electronic Check Conversion (Types of Transfers).** Your check or information you convey to a third party can result in an electronic funds transfer. This can happen in several ways.

For example:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.
- At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.
- Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign or your participation in the initiation of the processing of the transaction.
- This can also happen when you provide information from your check or an account to another by telephone, Internet or otherwise, who then converts the information given to an electronic transaction, ACH or otherwise.
- You agree that any such transaction is subject to all applicable terms and conditions set forth in this Electronic Transfers Section of your Membership Agreement.

**f. On-Line Account Access (OLAA) (On-Line Banking).** If we approve OLAA, you may access your accounts through a personal computer (PC) under the OLAA service with a Username and Personal Identification Number (PIN). You must use your PIN along with your Username to access your accounts. You may use OLAA to:

- Change your access code.
- Obtain account information related to any of your savings and loan accounts regarding current balance, share draft/checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- Make transfers to your accounts or such accounts you have authorized in writing prior to such transfer request.
- Request advances on your personal or home equity line-of-credit loans and deposit the proceeds in any of your accounts.
- Withdraw funds from savings, share draft/checking and line-of-credit accounts by check made payable to you and mailed to you at your mailing address.
- Make loan payments from any savings or share draft/checking accounts to any loan account of yours.
- Issue third-party payable checks under Bill Payment Service.

**g. myMobile Banking.** If we approve myMobile Banking, you may access your account through supported devices with a Username and Personal Identification Number (PIN). You may use OLAA to:

- Obtain account information related to any of your savings and loan accounts regarding current balance, share draft/checking history, payroll and automatic deductions.
- Make transfers to or from your accounts or such accounts you have authorized in writing prior to such transfer request.



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- Request advances on your personal or home equity line-of-credit loans and deposit the proceeds in any of your accounts.
- Make loan payments from any savings or share draft/checking accounts to any loan account of yours.

**h. Insufficient Funds Transaction.** If your Account balance is insufficient to cover any transaction(s), including POS debit transactions, we may treat these transactions as insufficient funds transactions; or as overdraft requests if you have an approved overdraft protection plan with us. The Credit Union reserves the right to refuse any transaction if you do not have sufficient funds available in an approved overdraft account.

**i. Electronic Processing and Transactions.** Due to the processing systems for electronic transactions used in the United States and by us, a payment or other transaction may be effective/posted before we are open for business on the date scheduled for the payment or other transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment/transaction one business day prior to the date scheduled. If a payment is scheduled on a Saturday, Sunday or Federal holiday, the payment will occur on the first business day after the scheduled date. In these cases, you should plan to have the payment initiated on the last business day before any of these dates in order to ensure your payment is made on time. You may not make payments and/or transactions to a federal, state or local government or tax unit, or pay child-support or alimony, or to make payments to other categories of payees that we establish from time to time using our electronic services.

### **3. General Rules for Using Your Access Devices.** You acknowledge and agree to the following:

- a. Your Access Devices are for personal use only. You agree not to allow another person to use your Access Devices.
- b. You agree not to reveal your PIN/Password(s) to another person and WILL NOT write your PIN/Password(s) on any Access Device. You are responsible for all transactions made by you or anyone else who used your Access Devices with your knowledge and consent. You are also responsible for unauthorized use of your Access Devices to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Devices is responsible for all transactions they make and for all transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible to maintain your Access Devices with maximum security.
- c. You authorize the Credit Union to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your Access Devices.
- d. You acknowledge that your Access Devices remain the Credit Union's property and agree to surrender your Access Devices to the Credit Union or its agents upon demand or through retrieval by any other method.
- e. You agree to use caution when using any ATM or other electronic terminal or device to complete any Transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a Transaction or other visit to any ATM or other electronic terminal location. You or any user assumes the risk of night time use of any ATM or other electronic terminal location or other electronic banking device.
- f. An Access Device may be issued to any member or joint owner when qualified under the rules, regulations, and by-laws of the Credit Union. Only one Debit/ATM Card may be issued to each member or joint owner.
- g. If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Rate and Fee Disclosure. You agree to pay the Credit Union the fee in effect at the time of all cards that you request from us.
- h. The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
- i. The Credit Union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
- j. You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.



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- k. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
  - l. The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.
  - m. The Credit Union cannot stop payment on any point-of-sale or debit card transaction.
  - n. If you incur a charge in a foreign currency or pursuant to or arising from any international transaction, the charge will be converted into the US dollar amount.
  - o. You agree that by acceptance or use of an Access Device, or other Electronic Funds Transfer Services the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.
  - p. You will not obtain any Access Device(s) to make transactions on your accounts with us that is not issued or approved by us.
  - q. Merchants and others who honor the Check Card or related Access Device(s) may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.
  - r. You understand that you must keep your share and share draft/checking account open in order for your applicable electronic services to remain valid. You agree to return all Access Devices if you close your account(s), or upon our request.
- 4. Making ATM Transactions.** Your PIN will allow you to identify yourself when making an ATM transaction. The presentation of your access device together with the input of your PIN constitutes your authorization to the Credit Union to make transactions. You agree to follow all instructions for use of ATMs accessible by your access device. Difficulties or complaints concerning the use or condition of any ATM should be reported directly to the Credit Union. Security or safety measures should be reported directly to the owner of any ATM not owned by the Credit Union.
- 5. Termination and Amendment.** The Credit Union reserves the right at any time to terminate your right to make transactions and to retrieve or ask for the immediate return of any Access Device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's share account records. It is the obligation of each member to provide new addresses to the Credit Union.
- 6. Access Device Revocation.** Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:
- a. Overdrafts occur as a result of insufficient or uncollected funds on an account.
  - b. Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
  - c. Loan, Credit Card or other delinquency with the Credit Union.
  - d. Forced closure of a share or share draft/checking account at the Credit Union due to misuse.
  - e. Special balance requirements, if any, are not maintained by you.
  - f. Any other situation in which the Credit Union deems revocation to be in its best interest.
- 7. Transaction Fees.** You are allowed to initiate transactions at any terminal, ATM or other access means owned by the Credit Union or any Network indicated in the Rate and Fee Disclosure. You may be charged certain transaction and other fees as set forth in the Rate and Fee Disclosure, which will be automatically debited from your share or share draft/checking account(s). The Credit Union reserves the right to establish and maintain transaction fees and charges, which may be modified from time to time.
- Note: Owners of non-Credit Union ATMs may charge fees in addition to any fees disclosed in the Rate and Fee Disclosure. These fees are generally called a "surcharge". This is not a fee charged by your Credit Union; however, any such fee will be paid from your account(s).**
- 8. Limitations on Frequency and Dollar Amounts of Transactions, Transfer Limitations.** General limitations governing the amount and number of transactions are set forth in the Rate and Fee Disclosure. In addition, the following limitations also govern your use of these services:
- a. General Limitations Applicable Accounts.** For Optional Money Accounts (OMA), Money Plus Accounts, and Index



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Money Market Accounts, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any statement period. Of A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the Automated Clearing House (ACH). There is no limit on the number of transactions you may make in the following manner: (1) transfers to any loan account with the Credit Union; (2) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.

Further, we may reduce the limit for "point-of-sale" transactions during any interruption in the electronic connection between the Credit Union and the retail outlet. Further, we may at any time limit or reduce the number or dollar amount of transactions when we, in our sole discretion, deem it in the best interest of the Credit Union.

- b. Card/Access Device Acceptance.** We do not promise everyone will honor your Card or other Access Device, and we have no obligation to you if anyone refuses to accept your Card/Access Device. We are not liable if any merchant, bank, financial institution or other party refuses to honor your Card/Access Device, or otherwise fails to provide any services made available to you by the Credit Union.
- c. POS/Debit Card Purchases/ATM.** PIN based Point-of-Sale (POS) debit card transactions and ATM transactions are limited to \$200 per 24 hours. Individual accounts may have differing limits at the Credit Union's discretion.
- d. ATM Transactions.** Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs. (Deposit services may not be available at all terminals.)
- e. Tele-Teller (Audio Response).** Your accounts can be accessed under audio response via a touch-tone telephone only. Not all push-button telephones are touch-tone. Converters may be purchased for pulse and rotary dial telephones. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. Unless otherwise specified, there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, with the exception of the limitations on transfers from OMA and Money Plus Accounts, as explained above.
- f. Online Account Access (On-Line Banking).** You may make OLAA transactions at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Rate and Fee Disclosure or limits under agreements with us, you may make fund transfers to your accounts or other accounts you authorize as often as you like; however, there are certain limitations on transfers from OMA and Money Plus accounts, as discussed herein and above. Our Funds Availability Policy may limit the availability of funds transferred by OLAA. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.
- g. Bill Payment Service.** Our Bill Payment Services Agreement can be found under Online Account Access on our website

**THE CREDIT UNION MAY SET OTHER LIMITS ON THE AMOUNT OF ANY TRANSACTION(S), AND YOU WILL BE NOTIFIED OF THOSE LIMITS.**

### 9. Canceling a Bill Payment Transaction and Your Stop Payment Rights.

**Preauthorized Transactions.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made.

If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages immediately caused by our failure.



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**E-Check.** When any party converts any check, using the information on the paper via any means to send an electronic message to us, such message is an order by you to immediately take the money from your account. You cannot stop payment of an E-Check transaction, because it is already done.

**Other Transactions.** Other transactions hereunder are considered contemporaneous. Therefore, you have no right and we have no obligation to stop or to attempt to stop any other transactions.

### 10. Right to Documentation.

- a. Terminal Transactions.** You can get a receipt at the time you make a transfer to or from your account using an automatic teller machine or a point-of-sale terminal. For transactions \$15 or less, you may not be provided a receipt at the time of the transaction.
- b. Direct Deposits.** If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call or write us at the telephone number or address listed in the Rate and Fee Disclosure to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.
- c. Periodic Statements.** Transfers and withdrawals transacted through an ATM or POS terminal, Tele-Teller (telephone audio response), Online Account Access (Home Banking), myMobile or debit card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

**11. Notice When Amount of Preauthorized Payment(s) Vary.** If you preauthorize the Credit Union to make payments to persons or companies other than the Credit Union that vary in amount, then the person or company you are going to pay has the obligation to notify you ten (10) days before each such payment is due and how much it will be. (When required, you must fill out an appropriate agreement with the Credit Union authorizing such payments, the terms of which are incorporate herein). You may choose instead to get this notice only when the payment differs by more than a certain amount from the previous payment, or the amount falls outside certain limits that you set.

**12. Liability For Failure to Make a Transaction.** If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

1. You do not have enough money in your account to make the transaction through no fault of ours.
2. The transaction goes over the credit limit on your overdraft line-of-credit.
3. The terminal where you were making the transaction does not have enough cash.
4. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
5. Circumstances beyond our control (such as fire, flood, electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
6. You have not properly followed instructions for operation of the ATM or system.
7. The funds in your account are subject to legal process or other similar encumbrance.
8. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
9. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.

**13. Information Disclosure.** We will disclose information to third parties about your account or the transaction you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.



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**14. Business Day Disclosure.** Our business days are Monday through Friday excluding Federal Holidays.

**15. In Case of Errors or Questions About Consumer Electronic Transactions.** In the case of errors or questions about your consumer electronic transfers, telephone us at the telephone numbers or write us at the address listed at the end of this Disclosure, as soon as you can. (For any errors involving a line-of-credit account, you must review your Loan Agreement and Disclosure for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:

1. Tell us your name and account number.
2. Describe the transfer you are unsure about, and include to the extent possible the type, date and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days, at the address listed in this Agreement and Disclosure.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final).

For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

### ***Special Rules for Provisional Credit for Check Card Transactions***

If you believe a Check Card Transaction was unauthorized, we will re-credit your account within five business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

**16. Your Liability for Unauthorized Transaction.** Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

**Special Notice to Check Cardholders.** If there is an unauthorized use of your Check Card or an Internet transaction, and the transaction takes place on the Mastercard network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the Credit Union reasonably determined, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.



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For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone else uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at the telephone number and address in the back of this Agreement.

If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

**17. Reporting A Lost Card, Access Device, or PIN.** If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union or write us at the telephone number or address listed in this Agreement. If you recover your Card/Access Device after you have notified us, DO NOT USE IT.