

## Electronic Funds Transfer Agreement and Disclosure

This Electronic Funds Transfer Agreement is the contract which covers yours and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by Omaha Federal Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we”, “us”, and “ours” mean the Credit Union. The words “account” means any one or more share savings and share draft checking accounts, you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in the Agreement and any amendments for the EFT services offered.

### 1. EFT Services

If approved, you may conduct any one or more of the EFT services offered by the Credit Union

#### a. ATM.

You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Cirrus, Plus, Networks and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your savings and checking accounts.
- Withdrawal funds from your checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.

The following limitations on the frequency and amount of ATM transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one day.
- You may withdraw up to the maximum of \$500.00 in any one day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

#### b. VISA Check Card.

You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your share draft checking account. If the balance in your account is not sufficient to pay the transaction amount the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges from the Credit Union. In the event of repeated overdrafts the Credit Union may terminate all services under the Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Cirrus, Plus, Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Make deposits to your savings and checking accounts
- Withdrawals funds from your checking accounts
- Transfer funds from your savings and checking accounts
- Obtain balance information for your savings and checking account
- Access your overdraft protection account
- Make POS (Point of Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods and services at merchants that accept VISA.
- Order goods or services by mail or telephone from places that accept VISA.

The following limitation on the frequency and the amount of VISA Check Card transactions may apply:

- There is a limit of 20 on the number of VISA Check Card purchases you have outstanding.
- Purchase amounts are limited to the amount in your account or \$2,000.

- You may purchase up to a maximum of \$2,000.00 per debit card purchase.
- There is no limit to the number of cash withdrawals you make in any one day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$500.00 from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**c. ETC (Express Teller Connection) (Audio Response)**

If we approve the ETC (Express Teller Connection) audio response access service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings, checking, and loan accounts.
- Obtain balance information for your savings, checking, certificate and loan accounts.
- Make loan payment from your savings and checking accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking account or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under the ETC (Express Teller Connection) audio response service via a touch tone telephone only. ETC (Express Teller Connection) service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
- The maximum withdrawal or transfer amount is \$9999.00 per transaction, and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

**d. Preauthorized EFTs**

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your or checking account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings and checking account.
- See Section 2 for transfer limitations that may apply to these transactions.

**e. Virtual Branch/Mobile Banking Electronic/PC EFTs**

If we approve the Virtual Branch/Mobile Banking electronic service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number or login ID to access your accounts. At the present time, you may use the Virtual Branch/Mobile Banking service to:

- Transfer funds from your savings and checking accounts.
- Obtain balance and history information for your savings, checking, and loan accounts.

- Make loan payments from your savings and checking accounts.

Your account can be accessed under the Virtual Branch/Mobile Banking service via personal computer. Virtual Branch/Mobile Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on this account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
- The maximum withdrawal or transfer amount is \$9999.00 per transaction, and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

## 2. Transfer Limitations

For all savings accounts, no more than six (6) preauthorized automatic, or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

## 3. Conditions of EFT Services

- Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, to any person who is authorized to honor the Card immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
- Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment you agree to accept a credit to your account in lieu of a cash refund.
- Security of Access Code. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically/revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.
- Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to make any transaction permitted under the Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

## 4. Fees and Charges

There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

- ATM Fees
  - \$1.00 charge for ATM withdrawals or POS transactions using pin number at machines we do not own (nonproprietary) after three (3) per month.
  - All ATM deposit and transfers at nonproprietary machines are charged a fee of \$1.00.
  - Replacement card fee of \$5.00 per card.
  - Non-sufficient funds fee of \$30.00.

- \$5.00 for one card, \$7.50 for two cards.
- VISA Check Card Fees
  - We do not charge for any POS transactions at the present time unless you use your debit card with Pin 3 times during the month and then you are charged a \$1.00 fee after 3 free.
  - Replacement card fee of \$5.00 per card
  - Non-sufficient funds fee of \$30.00
  - \$5.00 for one card, \$7.50 for two cards.
- Preauthorized EFT Fees
  - Non-sufficient funds fee of \$30.00

When using ATMs not owned by us, you may be assessed a fee. Such fees are imposed by the ATM owner, not our credit union.

## 5. Member Liability

You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit other persons to use any EFT service ATM Card or VISA Debit Card or your access code you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe your Card has been lost or stolen or if you believe someone has used any EFT service, ATM Card, VISA Debit Card or access code or otherwise accessed your accounts with us without your authority. Telephoning is the best way of keeping your possible losses down. For VISA Debit Card purchase transactions, if you notify us that your card has been lost or stolen, you may not be liable for any losses. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your VISA Debit Card and that you provide us with a written statement regarding your claim of unauthorized VISA Debit Card use, otherwise the liability limits set forth below may apply. For all other EFT transactions, including ATM transactions, if you tell us within two (2) business days that your Card has been lost or stolen, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us after you learn that your Card has been lost or stolen or that there has been unauthorized use of an EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you told us, you could lose as much as \$500.00.

Also, if your statement shows EFT transactions 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 be liable for the following amounts, if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized VISA Debit Card purchase transactions-up to the limits set forth above, and (ii) for all other unauthorized EFT transactions-if you fail to satisfy the conditions above; up to the full amount of the loss. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at:

(402) 399-9001  
FAX (402) 399-0129

or write to:

Omaha Federal Credit Union  
3001 S 82nd Ave  
Omaha, NE 68124

## 6. Right to Receive Documentation

Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal. Debit Card transactions, audio response transactions; preauthorized EFTs or electronic/PC transactions will be recorded on your periodic statement in either paper or electronic (E-Statements) form. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been

made by signing into Virtual Branch on our website [www.omahafcu.org](http://www.omahafcu.org) or by calling (402) 399-9001. This does not apply to transactions occurring outside the United States.

## 7. Account Information Disclosure

We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders, or
- If you give us your written permission.

## 8. Business Days

Our business days are Monday through Saturday, excluding holidays.

## 9. Credit Union 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

### Liability for Direct or Consequential Damages.

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as a fire, flood, or power failure) prevents the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system or any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly.
- Any other exceptions as established by the Credit Union.

Stop Payment Rights. 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 us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get the notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## 10. Notices

All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transactions.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM/Debit Card.
- Report all crimes to law enforcement officials immediately.

## 11. Billing Errors

In case of errors or questions about electronic funds transfers from your share savings and share draft checking accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at:

(402) 399-9001  
FAX: (402) 399-0129

or write to:

Omaha Federal Credit Union  
3001 S 82nd Ave  
Omaha, NE 68124

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- 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.

We will tell you the results of our investigation within 10\* business 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 to investigate your complaint or question. If we decide to do this, we will credit your account within 10\* 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 or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

\*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

\*\*If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving transaction initiated outside the U.S. its possessions and territories, will have 30 days instead of 45 days to investigate.

\*If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.

## **12. Termination of EFT Services**

You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligation under this Agreement for any EFTs made prior to termination.

## **13. Governing Law**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Nebraska and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

## **14. Enforcement**

In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union located. If allowed by applicable law.