

# ELECTRONIC FUNDS TRANSFER (and Error Resolution) DISCLOSURE

(Rev. Nov. 6, 2008)

Deseret First Federal Credit Union's (DFFCU) Agreement and Disclosures are in compliance with federal law regulating electronic funds transfer (EFT) services. These types of funds are electronically initiated transfers of money involving an account at a financial institution. The following information in this disclosure provides your rights as well as DFFCU's rights or any authorized user(s):

**I. ATM: Transfer Types:** You can access an automated teller machine (ATM) with your access card (ATM/Debit/Credit Card) and your personal identification number (PIN) to initiate transactions. Networks that are compatible with your access card are identified on the back of the card. You may use your access card to do the following:

- Deposit funds to your accounts;
- Withdraw cash from your accounts;
- Transfer funds between your accounts;
- Obtain balance information on your accounts.

**ATM limitations:**

- You may only withdraw up to \$500 per business day (Monday-Saturday, excluding federal holidays) when there are sufficient funds in your account(s).
- DFFCU does not charge a fee for ATM transactions.
- If you utilize any of the ATMs through the CO-OP Network, there will be no surcharge fees assessed for accessing their ATMs.
- ATM fees may apply when accessing other financial institutions' ATMs. They should notify you if a fee will be assessed prior to completing the transaction, and allow you to cancel the transaction if you are unwilling to be assessed their fee amount.

**II. ONLINE BANKING SERVICES:** One of DFFCU's many services provided is our online banking service.

**Transaction Types:** You may access DFFCU's online banking site by using your assigned member number and a password you have created. Once security measures have been verified, you may do the following transactions online:

- Transfer between accounts
- Obtain balance information
- Review account history and transactions
- Make a loan payment
- View dividends on accounts
- Utilize Bill Pay: Bill Pay is a service we offer to our members at no charge if it is used at least monthly. In the event that the Bill Pay service is not utilized at least once per month; a fee will be assessed (as described in our Fee Schedule) from your membership share account.

**III. DIRECT DEPOSITS:** You can arrange to set up a direct deposit from your employer, transfers from other financial institutions and even the U.S. Treasury Department. There is no fee for this service.

**IV. VISA CHECK (DEBIT) CARD:** You may access your checking account(s) to purchase goods (in-person, online, or by phone); pay for services (in person, online, or by phone); or get cash from a merchant (if the merchant permits), any ATM or a participating financial institution.

**V. ATM CARDS-**An ATM (automatic teller machine) Card can be used to access your account at designated ATM's.

- VI. VISA DEBIT CARD-** You may use your Visa Debit Card to buy goods and services at any location your card is honored. You may also use your card for a cash advance. You agree to follow all procedures required by us, VISA, or any merchant who honors your card, as well as all of the terms on your card.
- VII. EXTENSION OF CREDIT-** Your use of checks and/or VISA Checking (Debit) Card which overdraws your checking account balance may be deemed as an extension of credit by the credit union. A **Credit Limit** may be applied for by you; following such approval by the credit union, it may be used for that purpose. Use of such constitutes and **Overdraft Loan**.
- VIII. CREDIT LIMIT-** From time to time the credit union may adjust your maximum Credit Limit established for all extensions of credit on your account. If done, the credit union will notify you. You may also apply for an adjustment or increase to your Credit Limit. Your Credit Limit is identified each month on your statement. You agree to keep the Overdraft Loan within that limit. Failure to do so will incur as an **Over Credit Limit Charge**.
- IX. OVERDRAFT LOAN-**The Credit Union is under no obligation to pay a check that exceeds the fully paid and collected balance in your account. However, if you write a check that would exceed such balance and results in this account being overdrawn, the credit union may: (a) Treat such check as a request for an advance from the Overdraft Loan account (identified in the "Extension of Credit" paragraph above) sufficient to permit the credit union to pay such a check and credit the loan advance to this account; or (b) If you are not eligible to receive a loan advance as provided above, the credit union may, nevertheless, pay such check and transfer funds to the checking account (plus a service charge) from any savings account from which any of you are then eligible to withdraw. Pledged funds cannot be transferred. Automatic transfers from share (savings) to checking account to pay a third party are limited to six (6) per month. You also agree to pay any additional costs the credit union may incur in collecting any overdraft from you, including reasonable attorney's fees.
- X. FINANCE CHARGE-** For values received and to be received. the maker(s) jointly and severally (each shall be agent for the other and be responsible for the advance to the other whether with knowledge of same or not) promise to pay the credit union all sums advanced from time to time under this revolving credit plan, plus a **FINANCE CHARGE** (interest) at the periodic rate of .04196% per day on any unpaid principal balance computed for the period such balance(s) is outstanding. The **ANNUAL PERCENTAGE RATE** is the rate stated in the **Savings Rate** table that can be received in person or on our web page ([www.dfcu.com](http://www.dfcu.com)). The **FINANCE CHARGE** is calculated at the time payment is made. The balance used to compute the **FINANCE CHARGE** is the unpaid balance each day after payment and credits to that balance have been subtracted and any new advances and purchases have been added. There is no time period for which the **FINANCE CHARGE** does not apply.
- XI. PERIODIC STATEMENTS -**You will receive, not less than monthly, a statement of account describing all activity on your checking account for the period covered by that statement. The statement may be sent to the primary owner of the account. Upon receipt, you must exercise all due care and promptness examining the statement and shall notify the credit union promptly, in writing, of any error in accordance with the **Error Resolution Notice** described below.
- XII. MINIMUM MONTHLY PAYMENT-** You may make payment to your account in installments. The minimum monthly payment will be 3% of the unpaid balance or \$15.00, whichever is greater. Balances under \$15.00 must be paid in full. If a check is accepted for a payment and you exceed your Credit Limit, the amount of the excess may cause your balance to be a negative balance. Subsequent deposits will first be applied to the negative balance with the

remainder, if any, then increasing your checking account balance. There will be a fee for each check that causes your account to generate or increase a negative balance.

- XIII. ELECTRONIC CHECK CONVERSION:** You may provide your check to a merchant or service provider who will scan the check for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase or when you provide your check by other means, such as by mail or drop box.
- XIV. ELECTRONIC RETURNED CHECK CHARGE:** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.
- XV. TELEPHONE ACCOUNT ACCESS:** You may access your account by telephone 24 hours a day at (801) 456-7500, using your personal identification number, a touch tone phone, and your account number, to:
- Transfer funds from checking to savings;
  - Transfer funds from savings to checking;
  - Transfer funds from savings to savings;
  - Transfer funds from line of credit to checking;
  - Transfer funds from line of credit to savings;
  - Make payments from checking to loan accounts with us;
  - Make payments from savings to loan accounts with us;
  - Get information about:
    - 1) The account balance of checking accounts;
    - 2) The last three deposits to checking accounts;
    - 3) The last three withdrawals from checking accounts;
    - 4) The account balance of savings accounts;
    - 5) The last three deposits to savings accounts;
    - 6) The last three withdrawals from savings accounts.

### **Financial Institution's Liability**

**Liability for Failure to Make Transfers:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages; however, there are some exceptions. We will not be liable, for instance:

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer;
- 2) If you have an overdraft line and the transfer would go over the credit limit;
- 3) If the automated teller machine where you are making the transfer does not have enough cash;
- 4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- 5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- 6) There may be other exceptions stated in our agreement with you.

### **Confidentiality**

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

- (1) Where it is necessary for completing transfers; 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 agencies or court orders; or

- (4) As explained in the separate Privacy Disclosure; or
- (5) We have your written authorization.

### **Unauthorized Transfer**

#### **Consumer Liability:**

Tell us **AT ONCE** if you believe your card and/or PIN has been lost or stolen. A telephone call is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card and/or PIN 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 and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission, if you had told us, 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 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

- **Additional Limit on Liability for Checking Card:** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions on your lost or stolen Checking Card. This additional limit on liability does not apply to ATM transactions or transactions using your Personal Identification Number which are not processed by VISA.

**Contact in Event of Unauthorized Transfer:** If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed below.

Deseret First Credit Union – Electronic Service Department  
2480 S. 3850 W. Suite C  
Salt Lake City, UT 84120  
801-456-7000

### **Error Resolution Notice**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (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 business days.

We will determine whether an error occurred within ten business days (five business days for Checking Card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten business days (five business days for Checking Card point-of-sale transactions and 20 business days if the transfer involved a new account) 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 ten business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may request copies of the documents that we used in our investigation by either a written request or contacting us at:

**Deseret First Credit Union – Electronic Service Department  
2480 S. 3850 W. Suite C  
Salt Lake City, UT 84120  
801-456-7000**