

First Citizens' Federal Credit Union
200 Mill Road, Suite 100
PO Box 270
Fairhaven, MA 02719
508-999-1341
www.firstcitizens.org

YOUR RIGHTS AND RESPONSIBILITIES

ELECTRONIC FUND TRANSFER DISCLOSURE

For purposes of this disclosure the terms "we", "us" and "our" refer to First Citizens' Federal Credit Union. The terms "you" and "your" refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to members regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM Card, VISA CheckCard or HSA Debit Card at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of electronic fund transfer (EFT) services provided by First Citizens' Federal Credit Union in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

SERVICES PROVIDED THROUGH USE OF ATM CARD, VISA CHECKCARD OR HSA DEBIT CARD

If you have received an electronic fund transfer card ("ATM Card," "VISA CheckCard" or "HSA Debit Card"- hereinafter referred to collectively as "ATM Card or Debit Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify First Citizens' Federal Credit Union immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by visiting Member Service at a First Citizens' FCU branch.

ATM SERVICES

ATM CARD SERVICES. The services available through use of your ATM Card are described below.

You may withdraw cash from your checking account(s), money market account(s), and statement savings account(s).

You may make deposits into your checking account(s), money market account(s), statement savings account(s), and only at ATMs we own or operate.

You may transfer funds between your checking and money market accounts, checking and stmt savings accounts, and stmt savings and money market accounts.

You may make balance inquiries on your checking account(s), money market account(s), and statement savings accounts.

You may make payments on consumer loans, home mortgage loans, home equity loans, and overdraft line of credit that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.

DEBIT CARD SERVICES. The services available through use of your VISA CheckCard and HSA Debit Card are described below.

VISA CHECKCARD SERVICES - The following services are available through use of your VISA CheckCard:

You may withdraw cash from your checking account(s), money market account(s), and statement savings account(s).

You may make deposits into your checking account(s), money market account(s), statement savings account(s), and only at ATMs we own or operate.

You may transfer funds between your checking and money market accounts, and savings and money market accounts.

You may make balance inquiries on your checking account(s), money market account(s), and statement savings accounts.

You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.

HSA DEBIT CARD SERVICES - The following services are available through use of your HSA Debit Card:

You may withdraw cash from your HSA checking account.

You may make deposits into your HSA checking account, and only at ATMs we own or operate.

You may make balance inquiries on your HSA checking account.

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your ATM Card or Debit Card at our ATM terminals, you may access your accounts through the following network(s): NYCE, CIRRUS & PLUS

ATM FEES. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

POINT OF SALE TRANSACTIONS

You may use your ATM Card, VISA CheckCard or HSA Debit Card ("POS Access Card") to purchase goods and services from merchants that have arranged to accept your POS Access Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your POS Access Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for ATM Card transactions is your checking account. The designated account for VISA CheckCard transactions is your checking account. The designated account for HSA Debit Card transactions is your HSA checking account.

The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA.

In addition, your VISA CheckCard or HSA Debit Card may be used at any merchant that accepts Visa® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your POS Access Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the transactions. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

PIN-LESS DEBIT TRANSACTIONS - Visa®. When you use your card with a Visa® logo on the NYCE network(s) the transaction may be processed as a debit transaction without requiring PIN. Transactions that are completed as PIN-less debit transactions will not be processed by Visa® and may post to your account as an ATM or Debit transaction rather than a Visa® purchase. Transactions processed in this manner may not qualify for Visa® rewards or points as they are not processed on the Visa® network.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

CURRENCY CONVERSION - Visa®. When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

SERVICES PROVIDED THROUGH USE OF "DIRECT ACCESS" ACCOUNT INFORMATION CENTER

You may perform the following functions through use of "Direct Access" Account Information Center.

You may initiate transfers of funds between your checking and money market accounts, checking and statement savings accounts, stmt savings and checking accounts, and stmt savings and money market accounts.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and Term Certificate.

You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us.

In addition, you may perform other transactions such as inquiries to retrieve information about the last ten deposits and withdrawals/checks that have cleared your account(s).

PREAUTHORIZED TRANSFER SERVICES

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), money market account(s), and statement savings account (s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), money market account(s), and statement savings account (s).

SERVICES PROVIDED THROUGH USE OF FIRST CITIZENS' ONLINE BANKING

First Citizens' Federal Credit Union offers its members use of our First Citizens' Online Banking service.

First Citizens' Online offers instant access to your account information anytime, anywhere, whenever convenient for you wherever you are - at home, at work or on the road.

Anywhere you have Internet access you can:

- View real-time account balances, check images and history
- 24-hour access to checking, savings, loans and CDs
- Export history to financial software or spreadsheets
- Transfer funds between accounts
- Pay bills online
- Research transactions
- Request stop payments
- Order personalized checks and view check order Status
- Manage your accounts easily and quickly

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

Electronic returned check or draft charge - You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check or draft is returned for insufficient funds.

LIMITATIONS ON TRANSACTIONS

TRANSACTION LIMITATIONS - ATM CARD

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$200.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$200.00 worth of goods or services in any one day through use of our Point of Sale service.

TRANSACTION LIMITATIONS - VISA CHECKCARD

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$500.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$500.00 worth of goods or services in any one day through use of our Point of Sale service.

TRANSACTION LIMITATIONS - HSA DEBIT CARD

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$500.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$500.00 worth of goods or services in any one day through use of our Point of Sale service.

OTHER LIMITATIONS

We reserve the right to impose limitations for security purposes at any time.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each month for purposes of making a payment to a third party or by use of a telephone or computer.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at 508-999-1341 to find out whether or not the deposit has been made.

PASSBOOK ACCOUNTS. If the only type of electronic fund transactions are preauthorized deposits you will not receive a statement for your Passbook account. If you bring your Passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your Passbook. You will not receive a periodic statement noting these transactions on your Passbook account.

DOCUMENTATION AS EVIDENCE OF TRANSFER. Any documentation that is provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute **prima facie** proof that such transfer was made to another person.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at:
508-999-1341 or 800-642-7515
or write to:
First Citizens' Federal Credit Union
Support Services Department
200 Mill Road Suite 100
Fairhaven, MA 02719

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

YOUR ABILITY TO STOP PAYMENT. Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this 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.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen, call us at:

508-999-1341 or 800-642-7515 ()
or write to:
First Citizens' Federal Credit Union
Support Services Department
200 Mill Road Suite 100
Fairhaven, MA 02719

Business Hours:

Monday, Tuesday, Wednesday - 8:30 A.M. - 4:00 P.M.
Thursday and Friday - 8:30 A.M. - 5:00 P.M.

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

CONSUMER LIABILITY

Tell us at once if you believe your ATM Card or Debit Cards or PIN or internet banking access code has been lost or stolen or used without permission or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

Your liability shall not exceed \$50.00 for any unauthorized electronic fund transfer or a series of transfers arising from a single loss or theft of your ATM Card or Debit Card or PIN.

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING VISA CHECKCARD OR HSA DEBIT CARD

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® Network.

If you notify us about an unauthorized transaction involving your VISA CheckCard or HSA Debit Card, and the unauthorized transaction took place on the Visa® Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your VISA CheckCard or HSA Debit Card. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® Network, including ATM transactions.

Your liability for unauthorized transactions with your VISA CheckCard or HSA Debit Card that involve PIN-based or PIN-less debit transactions not processed by the Visa® Network, including ATM transactions, are described under "Consumer Liability" above.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of errors or questions about your electronic fund transfers,

call us at:

508-999-1341 or 800-642-7515

or write to:

First Citizens' Federal Credit Union

Support Services Department

200 Mill Road, Suite 100

Fairhaven, MA 02719

or email us at: info@firstcitizens.org

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact First Citizens' Federal Credit Union no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION

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 as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS

We do not charge for direct deposits to any type of account.

We do not charge for preauthorized payments from any type of account.

Refer to the schedule of fees and charges brochure for a description of the fees that may be assessed against your account.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DISCLOSURE OF ACCOUNT INFORMATION

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); 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. To an attorney or collection agency employed by us; or
4. In order to comply with government agency or court orders; or
5. When the person is authorized to have access to our records as part of their official duties; or
6. With your written consent that expires forty-five days after receipt by us.

PROTECTED CONSUMER USE

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

- 1. Prohibition of compulsory use.** No person may: require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or require you either to accept a transfer service or to establish an account, which is accessed electronically as conditions of employment or receipt of governmental benefit, or require you to pay electronically for the purchase of goods or services. If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.
- 2. Waiver of rights.** No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.
- 3. Refunds.** If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.
- 4. Suspension of obligations.** If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
- 5. Prohibited means of identification.** Your Social Security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.
- 6. Criminal liability.** Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

DEFINITION OF BUSINESS DAY

Business days are Monday through Friday excluding Federal Holidays

NOTICE OF ATM SAFETY PRECAUTIONS

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

ADDITIONAL PROVISIONS

You agree not to reveal your PIN to any person not authorized by you to access your account.

Please refer to Truth In Savings Disclosures for further information on accounts accessible through Electronic Fund Transfers.