

**ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

**First Citizens' Federal Credit Union**  
200 Mill Road, Suite 100  
Fairhaven, MA 02719  
(800)642-7515

For purposes of this disclosure and agreement 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 and agreement.

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 (hereinafter referred to collectively as "ATM Card") or Visa Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by First Citizens' Federal Credit Union which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

**ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

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

**ATM CARD SERVICES:**

- You may withdraw cash from your checking account(s) and share account(s).
- You may make deposits into your checking account(s) and share account(s).
- You may transfer funds between your checking and share accounts.
- You may make balance inquiries on your checking account(s) and share account(s).

**DEBIT CARD SERVICES.** The services available through use of your Debit Card are described below.

**VISA DEBIT CARD SERVICES:**

- You may withdraw cash from your checking account(s) and share account(s).
- You may make deposits into your checking account(s) and share account(s).
- You may transfer funds between your checking and share accounts.
- You may make balance inquiries on your checking account(s) and share account(s).
- You may use your card at any merchant that accepts Visa® Debit Cards for the purchase of goods and services.
- **PIN-LESS DEBIT TRANSACTIONS - Visa®.** When you use your card on the NYCE network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). 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. The provisions of the Visa® cardholder agreement that relate only to Visa® transactions are not applicable to non-Visa® transactions.

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

**ATM SERVICES.**

**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.

You may access your ATM Card or Debit Card through the following network(s): Visa, Cirrus, Mastercard, Plus, Maestro, and NYCE.

**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.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your 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 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. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. 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 an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Visa Debit Card: Checking Account.

Your ATM and Debit Cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**NON-VISA DEBIT TRANSACTION PROCESSING.** We have enabled non-Visa debit transaction processing. This means you may use your Visa Debit Card on a PIN-Debit Network\* (a non-VISA network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-VISA debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**VISA ACCOUNT UPDATER NOTICE OF RIGHTS TO OPT OUT.** Your Visa Debit Card will be automatically enrolled in the free Visa Account Updater (VAU) service. With VAU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure, or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at 1-800-642-7515 or notify us through our website at <https://www.firstcitizens.org>. You must include your name, address, and the last four digits of your card number. If you opt out, you may opt back in if you decide you want the Visa Account Updater (VAU) service in the future. You may opt in the same way(s) that you can opt out.

**AUTHORIZATION HOLDS.** An authorization hold is a temporary hold that is placed on your account for certain Debit Card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

**CURRENCY CONVERSION - Visa®.** When you use your Visa Debit Card 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 transaction date may differ from the rate in effect on the transaction date or posting date.

**SERVICES PROVIDED THROUGH USE OF DIRECT ACCESS 24/7 TELEPHONE BANKING.** You may perform the following functions through use of Direct Access 24/7 Telephone Banking:

- You may initiate transfers of funds between your checking, share account(s), and line of credit(s).
- You may make balance inquiries on your checking and share account(s), consumer and mortgage loan account(s), and line of credit(s).
- You may make payments on consumer and mortgage loan account(s) and line of credit(s) that you have with us.

In addition, you may perform other transactions such as: reviewing transaction history on your checking and share account(s) as well as reviewing payment history on your consumer and mortgage loan account(s), and line of credit account(s).

For questions or more information, call us at: 1-800-642-7515.

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s) and share account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s) and share account(s).

**SERVICES PROVIDED THROUGH USE OF FIRST CITIZENS' ONLINE AND MOBILE BANKING.** First Citizens' Federal Credit Union offers its members use of our First Citizens' Online and Mobile Banking service.

You may access your account(s) by using an internet browser on a computer or mobile device by accessing our website at [www.firstcitizens.org](http://www.firstcitizens.org) or by downloading our mobile banking app on your mobile device and using your user credentials and password to:

- transfer funds between checking and share account(s)
- transfer funds from a line of credit to a checking and share account(s)
- make payments from a checking or a share account to a consumer and/or mortgage loan account with us
- make payments from a checking account to third parties (Bill Pay) >> *you may transfer no more than \$25,000.00 per business day*
- get information about:
  - account balances on checking, share, consumer loan, mortgage loan, and line of credit account(s)
  - transaction history on checking, share, consumer loan, mortgage loan, and line of credit account(s)
  - internal and external ACH transfers

You may be charged access fees by your mobile device provider based on your individual plan. Web access is needed to use this service. Check with your mobile device provider for details on specific fees and charges.

**ELECTRONIC CHECK CONVERSION.** If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

**ELECTRONIC RETURNED CHECKED OR DRAFT CHANGE.** You may authorize a merchant or other payee to initiate an electronic funds 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 \$500.00 through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the ATM Card is issued. First Citizens' Federal Credit Union reserves the right to change dollar amount limits at any time upon prior notification.

#### **TRANSACTION LIMITATIONS - VISA DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$800.00 through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. First Citizens' Federal Credit Union reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$5,000.00 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.

### 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 1-800-642-7515 or contact us online at [www.firstcitizens.org](http://www.firstcitizens.org) to find out whether or not the deposit has been made.

**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 at an ATM or via the telephone.

#### **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: (800)642-7515

or

write to: 200 Mill Rd. 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 will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or share account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be. 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: (800)642-7515 (24 hours)

or

write to: 200 Mill Rd. Suite 100 Fairhaven MA, 02719

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.

We reserve the right to impose a replacement card fee for a damaged or lost ATM Card or Debit Card. See separate fee schedule for details.

**CONSUMER LIABILITY.** Tell us at once if you believe your ATM Card or Debit Card 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. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).

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 or internet banking access code.

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 sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice 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 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® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

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

**ILLEGAL USE OF VISA DEBIT CARD.** You agree not to use your Visa Debit Card for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (800)642-7515

or

write to: 200 Mill Rd Suite 100 Fairhaven MA, 02719

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 we 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 will 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 (20) business 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® Debit Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

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 reserve the right to impose a fee and to change fees upon notice to you.

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release First Citizens' Federal Credit Union and hold it harmless from any liability arising out of the transmission of these messages.

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. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

**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**

Your account is also governed by the terms and conditions of other applicable agreements between you and First Citizens' Federal Credit Union.

**CONFIDENTIALITY.** We will disclose information to third parties about your account or 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 a government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

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