

Electronic Funds Transfer Services (Regulation E)
Disclosure and Agreement

VISA Debit Card, ATM Card, Credit Union Connection, Online Banking, Bill Payer, Electronic Debit/Credit, Direct Deposit, Error Resolution Notice



This Credit Union is Federally Insured by The National Credit Union Administration

Disclosure-034 (Last Revised: 12/01/2020)

I. **Validation**

The access device is not validated until you have signed the Contract of Deposit, incorporating the Electronic Funds Transfer Services Disclosure and Agreement. You cannot use the Card or PIN/Access Code to transfer money into or out of your account until validated by the credit union. If you do not want to use the card, please destroy it at once by cutting it in half. If you do not want to use the PIN/Access Code, please destroy the notice containing the assigned code at once.

II. **Member Liability**

A. Member Responsibility. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or access code you are responsible for any transactions they authorize or conduct on any of your accounts. **Tell us AT ONCE if you believe your card has been lost, stolen, or that anyone has used your Account, Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check.** Telephoning is the best way of keeping your possible losses down.

B. Liability Limits.

You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50 if someone used your card/code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or access code, and we can prove we could have stopped someone from using your card/code 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, 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 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

III. **Telephone Number and Address to be Notified in Event of Unauthorized Transfer**

If you believe your card or PIN/Access Code has been lost, stolen, or that someone has transferred or may transfer money from your account without your permission, **call us at**

800.258.3115 or write us at
TwinStar Credit Union
P.O. Box 718
Olympia, WA 98507-0718

IV. **Credit Union Business Days**

Every day is considered to be a business day except Saturdays, Sundays, and federal holidays.

V. **Types of Available Transfers and Limits on Transfers**

A. Debit Card

1. Purchase goods and services any place your VISA Debit Card is honored.
2. Daily limit is the amount available through your checking account. These transactions may require your signature.
3. Daily limit for transactions initiated through POS (Point of Sale) is \$7,500.

B. Automated Teller Machine (ATM) Transactions

1. Withdraw cash from your checking, prime share, or credit line accounts.
2. Make deposits to your checking or prime share account.
3. Transfer funds between your checking, prime share accounts, or line of credit.

4. Limitations and Frequency: Maximum cash withdrawal is \$505 per day from an Automated Teller Machine (ATM); maximum aggregate deposit per day is \$5,000 per day at ATMs.
5. When you use an ATM not owned by us, you may be charged a fee by the ATM operator.

C. Credit Union Connection/Online Banking

1. Transfer by telephone or personal computer to or from a savings or checking account, including the following types of deposit accounts:
 - Savings
 - Checking
 - Holiday Savings
 - Dollar dog
 - Special Subsidiary Accounts
 - Trust Accounts
 - Washington Uniform Transfers to Minors Account
2. Add to your personal line of credit or home equity line of credit, and transfer the proceeds to any of the savings or checking accounts listed above, if you have them, or have the proceeds sent to you by having a check made payable to you mailed to the mailing address on your account.
3. Transfer funds from any of the savings accounts, if you have them, or to any of your loans.

D. Online Billpayer

1. When you apply for Bill Payer service you must designate your Checking Account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. We reserve the right to not allow the designation of a particular merchant or institution.
2. You or any persons who you have authorized to use your Online Banking or Bill Payer service or any access code can perform the following transactions:
 - Bill Payments** Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount "on demand," from your designated Checking Account.
 - Obtain Information** Obtain information (payee information, payment status information, etc.) about your bill payment account status.
 - Bill Payment Transactions** You authorize us to process bill payments from your designated account. You may use the bill payment service to initiate three different types of payment transactions:
 - "On demand" payments are payments that are not recurring. The payments can be canceled or changed through the bill payment service up until 12 PM ET before your Scheduled Debit Date.
 - "Future" payments are payments that you initiate by setting the payment amount and due date. The payment can be canceled or changed through Bill Payer service before the Scheduled Payment Date.
 - "Recurring" payments are payments that are recurring on a fixed due date and fixed amount. You have an option in the bill payment system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through the Bill Payer service before the Scheduled Payment Date.

Authorized Payments When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account or any other account you designate. We will process bill payment transfer requests only to those payees the credit union has designated in its User Instructions and such payees as you authorize and for whom the credit union has the proper payee code number. The credit union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the credit union will not be liable for any transaction that contains incorrect information that the credit union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we

may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The credit union reserves the right to refuse to process payment instructions that reasonably appear to the credit union to be fraudulent or erroneous.

Processing Payments The amount of your requested bill payments will be deducted from your account on the Scheduled Payment Date and will be processed on that date or the next business day. You will receive a confirmation number at the time of each transaction. Therefore, you must have sufficient funds available to cover your payment on the Scheduled Payment Date. There is a dollar limit of \$25,000 (or your available balance) on any payment.

Bill payments are delivered to the payee either electronically, which may take up to five business days from the Scheduled Payment Date, or by check to those payees not set up to accept electronic payments, which may take up to ten business days from the Scheduled Payment Date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

Payment Cancellation Requests You may cancel or edit a Scheduled Payment (including recurring payments) by following the application directions. There is no charge for canceling or editing a Scheduled Payment. Once the credit union has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Stop Payment Requests The credit union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The credit union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the credit union Member services (1-866-321-6547). Although the credit union will make every effort to accommodate your request, the credit union will have no liability for failing to do so. The credit union may also require you to present your request in writing within 14 days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

3. Payments to payees outside of the United States or its territories are prohibited. Also tax payments and court ordered payments may be scheduled, however such payments are discouraged and must be scheduled at your own risk. In no event shall the credit union be liable for any claims or damages resulting from your scheduling of these types of payments. The credit union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the credit union.

4. Due to circumstances beyond the control of the credit union, particularly delays in handling and posting payments by payees or financial institutions, some transactions may take longer to be credited to your account. The credit union will bear responsibility for reasonable late payment or assessed finance charges should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement and the payee refuses to remove or refund such fees or charges.

E. Mobile Banking Remote Deposit Capture (RDC)

Use TwinStar's mobile banking platform to deposit a check from your smartphone or tablet. Deposits via RDC may not exceed \$25,000 in any 30 day period.

F. Electronic Check Transactions

You authorize us to honor any electronic check conversion transaction and represented check fee for debit transaction (electronic check transactions). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the payee's right to process the transaction electronically. Notice may include a sign posted by the merchant at the time and place of your transaction, or notice on your periodic statement. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section II, Item B – Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

VI. Charges

- A. ATM Card (Automated Teller Machine Card):** No annual fee or access fee.
- B. VISA Check Card:** No annual fee/transaction fee.
- C. Foreign Transactions – Purchase, ATM or Internet transactions** that are completed in foreign countries will be deducted from your account in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the 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 addition, you will be charged a foreign transaction fee of 0.8% of the transaction amount for transactions that are completed entirely in U.S. dollars, or 2% of the transaction amount (minimum \$0.25) for transactions that require a foreign currency conversion.
- D. Overdraft Courtesy Program: Check Sentry Service Fee - \$33.00 per item (Includes Check/ATM/ACH/Debit Card/Bill Payer)**
- E. NSF Overdraft fees - \$33.00**
- F. Credit Union Connection/Online Banking/Bill Payer:** No fee.
- G. NSF Transfer Fees:** \$5.00 fee per transfer, per item if the transaction causes the system to access your overdraft protection, share or loan account.
- H. Loan Payments By Phone Service - \$20 Check/Visa/MasterCard**
- I. Reconciling/Researching accounts - \$20.00/hr**
- J. Stop Payments - \$25.00.**

VII. Information to Third Parties

The credit union will provide information to third parties about your account(s) or any electronically initiated transaction only, as set forth in the credit union's Privacy Policy, including but not limited to:

- A.** When necessary to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- B.** Where necessary for completing transfers, or
- C.** In order to comply with a government agency, a court order or other legal processes, or you give us written permission.

VIII. Right to Receive Documentation of Transfer Exchange Card/VISA Debit Card Transactions:

You can get a receipt at the time you make transfers to or from your account using an automated teller machine or at a point of sale terminal. You will receive a receipt at the time you make a transaction using an ATM, POS terminal or with a participating VISA merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.

Pre-authorized Credit: You can call your credit union Connection or access Online Banking, or contact us at 1-800-258-3115 to find out whether or not the deposit has been made.

Periodic Statements: You will receive a monthly account statement unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

IX. Stop Payment of Pre-authorized Transfers

Right to Stop Payments: If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at 1-800-258-3115, or by writing us at TwinStar Credit Union, P.O. Box 718, Olympia WA 98507-0718, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing, and get it to us within 14 days after your call. We will charge you for each stop-payment order you give.

Notice of Varying Amounts: If these regular payments may vary in amount, the person you are going to pay must tell you 10 days before each payment when it will be made and how much it will be.

Liability for failure to stop payment of pre-authorized transfer: If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your loss or damages.

X. Credit Union Liability

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. For instance, we will NOT be liable for the following:

- If through no fault of ours, you do not have enough money in your account to make a transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the 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) prevent a transfer, despite reasonable precautions we have taken. There may be other exceptions stated in our agreement with you.

XI. Changes or Termination of the Agreement

Changes: We may change, according to law, the terms of our Electronic Funds Transfer Service. These changes will apply to your new purchases and advances and to your outstanding balance. These changes may or may not affect your credit account. We will mail notice of such change to you at your address shown in your records. You agree to notify the credit union of any changes in your address.

Termination: You agree that we may terminate your Agreement and use of your Electronic Funds Service if:

- 1. You or any authorized user of your Card PIN/Access Code breach this or any other agreement with us, or
- 2. We have reason to believe that there has been or may be an unauthorized use of your PIN/Access Code or Card, or
- 3. We notify you that we have cancelled or will cancel your agreement.

You can terminate your agreement by notifying us in writing and returning all cards. Termination of this service will be effective the first business day following our receipt of your written notice.

Termination of your Electronic Funds Service will not affect the rights and responsibilities of the parties under the Agreement for transactions initiated before termination, and will not affect your obligation to pay your outstanding balance.

XII. Error Resolution – Regulation E

In case of errors or questions about your electronic transfers, telephone us at: **1-800-258-3115**, or write us at: **TwinStar Credit Union**

**P.O. Box 718
Olympia, WA 98507-0718**

as soon as possible 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 not later than 60 days after we sent you 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 questions in writing within 10 business days.

We will determine whether an error occurred 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 or (up to 90 days in the case of foreign-initiated or credit transactions) or in the case of a new account (opened within 30 days of the EFT) 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. In the case of a new account (opened within 30 days of the EFT), we will credit your account within 20 business days for the amount you think is in error. 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.

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