



DISCLOSURE FOR ELECTRONIC FUND TRANSACTIONS (EFT) AND WIRE TRANSFER NOTIFICATION

The Family Credit Union offers various electronic fund transfer services to our members. We have also provided, and will provide from time to time, plastic Automated Teller Machine Cards (ATM Cards) and VISA® Debit Card (Debit Cards) to certain members who apply for any, and are approved for ATM Cards or Debit Cards. Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through our Online Banking system.

When a secret Personal Identification Number ("PIN") is also provided to a member in relation to an ATM Card and/or a Debit Card, the ATM Card and PIN and/or the Debit Card and PIN can be used in any one of a number of Automated Teller Machines (ATMs) to make "electronic fund transfers." Transfers can be made to, from or between one or more shares of the same account number in the Credit Union. Simply follow the instructions at the machine. You may use your Card in automated teller machines of the Credit Union and VISA® Network machines or facilities as the Credit Union may designate and participate with for you to use your ATM Card or Debit Card. Electronic fund transfers can also be made through our Voice Response access service once you have been issued secret PINs for those purposes.

This disclosure is furnished to you as a Member of The Family Credit Union. It meets the requirements of both the federal and Iowa statutes relating to "electronic fund transfers". It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an ATM or in any other manner. This disclosure is also a contract. The terms and conditions set out here are binding on you and on us as to the making of such "electronic fund transfers" and the use of the Voice Response access service, your ATM/Debit Card and PINs, access by Code(s), or any other electronic fund transfers, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have an ATM Card and PIN, a Debit Card and PIN, a Voice Response access service PIN, Online Banking system access and/or a PIN provided by us and you use them to make such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with an ATM Card, Debit Card, Voice Response or Online Banking system to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive an ATM or Debit Card from us without asking for it, but then ask us to provide you with a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- If you receive access to use our On-Line Bill payment System, Bill Pay/Pop Money, for any transactions.
- If you authorize the payee of any share draft or e-Check to be processed electronically.
- In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to "electronic fund transfers", and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, in so far as "over-the-counter" and other non-electronic transactions are concerned.

In this disclosure, "you" and "your" include the plural in cases where two or more persons have an interest in a single account affected by an "electronic fund transfers" service. "We" or "us" refer to The Family Credit Union.

THE FOLLOWING SECTIONS RELATE TO ALL "EFTS" AFFECTING YOUR ACCOUNT(S) WHETHER MADE BY USE OF AN ATM CARD OR OTHERWISE

1. **Accounts Affected.** Each of your accounts at the Credit Union can be subject to some kind of "electronic fund transfer" service, with the exception of IRA's and Certificate accounts.

The affected accounts are sometimes referred to in this disclosure as "asset account(s)," "designated accounts" or simply as your "account(s)".

You may notify us if you do not want your accounts to be subject to any particular type of "electronic transfer" service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our "electronic funds transfers" programs permit at that time.

2. **Account Agreements.** The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.
3. **Minimum Balance.** You must always maintain any minimum balance requirements to be entitled to make, by use of ATM, Debit Card, Voice Response or Online Banking system, "electronic fund transfers" or e-Check(s) affecting your account(s). PINs for use with electronic access devices may not be issued to members whose loan payments to us are more than 30 days delinquent. We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.
4. **VISA® Debit Card "Electronic Fund Transfer" Services.** At the present time, you can authorize the following types of "electronic fund transfers" to or from your asset account(s) at the Credit Union with your VISA® Debit/ATM Card:
 - a. Withdraw cash from your share savings or share draft account(s), provided you have sufficient funds in your account for the requested transfer(s).
 - b. Make deposits to your share or share draft account(s).
 - c. Transfer funds between your share draft (checking) and share savings accounts whenever you request.
 - d. Pay for purchases at places that have agreed to accept the Automated Teller Machine Cards (ATM Cards) or VISA® Debit Cards, provided you have sufficient funds in your account for the requested transfer(s).
 - e. Obtain balances in your share and share draft account(s).
 - f. You may not use your card to initiate any type of gambling activity.

VISA® Debit Card Transaction Restrictions:

- Maximum cash withdrawals of \$500.00 per day from an ATM if you have sufficient funds in your account;
- Maximum Point-of-Sale purchases of \$1,000.00 per day if you have sufficient funds in your account;
- Unrestricted transfers between your Credit Union accounts with available funds;

Section 13 restrictions below may also apply to your account.

Fees. See our separate fee schedule for all fees that may apply.

(Some of these services may not be available at all terminals.)

5. **Point Of Sale Transactions.** Point of Sale Transactions may be made with your Card and PIN (Personal Identification Number) to purchase goods or services at POS participating terminal Networks. Your VISA® Debit/ATM Card may be used to purchase goods or services from merchants who have arranged to accept an ATM Card or a VISA® Debit Card as a means of payment. If you have a VISA® Debit Card, it may be used to purchase

goods and services from VISA® merchants. These merchants are collectively referred to as "Participating Merchants" and will display a VISA® logo or other symbol that identifies them as a merchant who will accept your Card. Purchases made with your Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your share draft account to be debited for the amount of the purchase. Only share draft accounts may be used in connection with point of sale transactions performed with your Debit Card or VISA® Debit Card.

6. **(e-Check) Conversion Transactions.** This is a transfer through an automated clearing house when you provide a share draft to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the share draft is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign. You may authorize a merchant or other payee to make a one-time electronic payment from your share draft account using information from your check to:
- Pay for purchases.
 - Pay bills.

You acknowledge that with this service, the check number is removed from circulation and, neither you nor we may examine the check for its signature and you waive any requirement to examine the check for a signature for multiple signatures.

Fees. You may be charged separate fees from the merchant or third-party to whom you submit your authorization; You may also be charged by those third-parties for returned check fees on the same account. If you complete the transaction after being told orally or by a posted notice or by notice sent to you, you are considered to have authorized the electronic fund transfer and associated fees. Any of our applicable fees for use of this type of transfer disclosed in the separate The Family Credit Union fee schedule.

7. **Online/Mobile Banking Transactions.**

If we approve the Online Banking service for your account, you will be required to use our secure login. You must use your login information to access your account(s). At the present time, you may use the Online Banking service to:

- Transfer funds between your share savings and share draft accounts;
- Obtain balance information for your share and share draft accounts;
- Obtain information on your cleared share drafts and determine if a particular item has cleared;
- Obtain information on your deposits to your share savings and share draft;
- Make payments from share savings and share draft on loans with this Credit Union;
- Make bill payments to preauthorized creditors;
- For security reasons, there are limits on the number of transfers you can make using our online account service.

Online Banking/Mobile Transaction Restrictions:

- There are no limits on the number of inquiries or transfers requests per day, provided that you have sufficient funds in your account(s);
- If you have a text-only mobile phone, you may only view account information for Mobile Money. Only a Smart Phone will allow you to do mobile transactions.
- Transfer Limitations in Section 13 may apply.

Fees. We do not charge a fee for preauthorized payments from any type of account and we do not charge a fee for any deposits to any type of account. Any applicable fees for use of this account are disclosed on the The Family Credit Union fee schedule.

8. **Voice Response (Audio Response).**

If we approve the Voice Response system access service for your account, a separate PIN (personal Identification Number) will be assigned to you. You must use your PIN along with your account number to access your account(s). At the present time, you may use the Voice Response system access service at 800-463-1860 to:

- Transfer funds from your share draft to share draft account;
- Transfer funds from your share draft to share savings account;
- Transfer funds from your share savings to share draft account;
- Transfer funds from your share savings to share savings account;
- Transfer funds from your share draft to share savings account;
- Transfer funds from your EZ@access loan to your share draft account;
- Make loan payments from your share draft to loan accounts with us;
- Make loan payments from your share savings to loan accounts with us;
- Make loan payments from your share draft to loan accounts with us;
- Obtain balance information for your share draft accounts;
- Obtain balance information for your share savings accounts;
- Obtain information on the last deposits made to your share draft accounts;
- Obtain information on the last deposits made to your share savings accounts;
- Obtain information on the last withdrawals made to your share draft accounts;
- Obtain information on the last withdrawals made to your share savings accounts;
- For security reasons, there are limits on the number of transfers you can make.

Telephone (Audio Response) Transaction Restrictions:

- There are no limits on the number of inquiries or transfers request per day, provided that you have sufficient funds in your account(s);
- All check withdrawal requests will be made payable to you.
- Transfer Limitations in Section 13 may apply.

Your accounts can only be accessed under the Voice Response via a touch-tone telephone. The Voice Response system service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers or withdrawal request you may make in any one day, subject to the availability of funds in your account(s) and the dollar limitations for transfers as set forth in this disclosure. No transfer or withdrawal may exceed the available funds in your account.

We reserve the right to refuse any transaction which would draw upon insufficient funds or lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

9. **Bill Pay.** We will process bill payment transfer requests submitted by you to pay only to those creditors the Credit Union has designated in the User Instructions for this service and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cutoff time on the date you schedule for payments. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payments. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

Check Free Services:

Payment Center

- Edit, Review, and Pay Merchants from your List;
- Review Recent or Pending Payments;
- Request Bills Electronically;
- Set up Bill Reminders;
- Merchant Accounts.

Bill History

- View payments and bills for different date ranges

Transfer Money

- Person to Person;
- Institution to Institution (checking account to checking account at other institutions).

Available options vary based on the features that the merchant offers and the information you've already set up for your bill.

Fees: A monthly service fee of \$5.00 will be charged when bill payment is not used during any given month.

You need to have a checking account and home banking set up to start paying your bills via a secure website. Payments are sent electronically or by a check, depending on your merchant.

Bill Pay Transaction Restrictions:

- There are no limits on the number of bill payments per day, provided that you have sufficient funds in your account(s);
- Transfer Limitations in Section 13 may apply.

10. **Pop Money.** Sending and receiving money is as easy as emailing and texting. Use your current TFCU Home Banking account and Pop Money to transfer funds. The money will transfer into the receiver's bank account online. And only for a nominal fee per transaction.

Use Pop Money to:

- Send money to your child at college;
- Send a gift to family and friends;
- Reimburse friends for that fun outing;
- Pay your babysitter or your lawn care service;
- Pay rent to your landlord or roommates.
- Transfer Money to Another Institution
- Transfer Money to your account at another financial institution;
- View Transfer History;
- Manage Schedules to see reminders & repeating transfers.

11. **Excluded Transactions.** We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owed to us and automatic transfers between your own accounts at the Credit Union. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described in this disclosure; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in that section.

12. **Fees and Charges.** Certain fees and charges apply to electronic transfers. A fee schedule was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule. We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing or increasing any such 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.

13. **Limitations on "Electronic Fund Transfers".** We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services. During any periodic monthly cycle for all non-transaction accounts (i.e. savings accounts) you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfers; transfers authorized by phone, fax, or online; and transfers by check, debit card, or similar order payable to third parties. Other types of transfers and withdrawals, such as those made in person, by mail, or at an ATM can be made without limitation. If you exceed the transfer limitations herein, your account may be assessed additional fees and/or will be subject to closure.

A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). Aside from that limitation, and as to transactions other than those made at an ATM, there are no limitations as to how often you can make "electronic fund transfers" described in this disclosure. Nor are there any restrictions as to the dollar amount of any one "electronic fund transfer". We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so. You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, lock or close your account.

14. **Documentation of Electronic Fund Transfers:**

- Terminal transfers.** You can obtain a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- Small Dollar Terminal Transactions and Point-of-Sale Transactions.** You can receive a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not always receive a receipt if the amount of the transaction is \$15.00 or less. Your use of this ATM/Debit card is your acknowledgement of the terms set forth in this disclosure, including this small transaction documentation section.

- c. **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money and, you can call us at **(563) 388-8328**, or our call out automated Voice Response system at **(800) 463-1860**, or go to our Home Banking/Mobile Money to find out whether or not the deposit has been made.
 - d. **Periodic statements.** You will receive a monthly account statement for share draft accounts. You will receive a monthly account statement for share savings accounts, unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.
 - e. **Passbook account where the only possible electronic fund transfers are preauthorized credits.** 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.
- Your right to documentation as set forth in subsections A and D of this section does not apply when the electronic funds transfer occurs outside of the United States.

15. Preauthorized EFTs

- a. **Direct Deposit.** Upon instruction of (1) your employer, (2) the Treasury Department or (3) other financial institution, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or share draft account.
- b. **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and share draft account.

16. Preauthorized Payments & Stop Payments. Your rights to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

- a. Call us at **(563) 362-9531**, or write us at **The Family Credit Union, 1530 W. 53rd Street, Davenport, IA 52806**, 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 you call. We will charge you a fee as set forth in the Fee Schedule for each stop-payment order you give.
- b. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 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.)
- c. Liability for failure to stop payment of preauthorized 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 losses or damages.

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

- a. Where it is necessary for completing transfers; or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c. In order to comply with government agency or court orders; or
- d. If you give us your written permission.

18. Errors or Questions. In Case of Errors or Questions About Your Electronic Transfers Telephone us at: **Phone: (563) 388-8328 or Toll Free: (800) 437-0415** or write us at: **The Family Credit Union, 1530 W. 53rd Street, Davenport, IA 52806** 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.

- a. Tell us your name and account number (if any).
- b. 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.
- c. 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 10 business days. We will determine whether an error occurred within 10 business days (5 business days for VISA® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and 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 10 business days (5 business days for VISA® Debit Card point-of-sale transactions processed by Visa 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 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

You may also request copies of documentation used in our investigation by calling us on business days, Monday-Friday (Excluding Federal Holidays) at (563) 388-8328 or writing us at: **The Family Credit Union, 1530 W. 53rd Street, Davenport, IA 52806**.

19. Our Liability for Failure to Make "Electronic Fund Transfers". If we do not complete an "electronic fund transfer" to or from your accounts on time or in the correct amount according to our agreements with you, we will be liable for your losses or damages.

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 or, pursuant to our Funds Availability Disclosure, there are "uncollected" funds that are not available.
- If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan to make the transfer.
- If the ATM, telephone, Internet or any other electronic access device was not working properly and you knew about the problem when you started the transaction.
- If the error was caused by a system of any participating ATM network.
- If funds in your account are subject to garnishment or other legal process.
- If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
- If the transfer would take the balance on your overdraft loan (if applicable) over the credit limit.
- If the automated teller machine where you made the transfer did not have sufficient cash.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If circumstances beyond our control prevent the transfer (such as fire, flood, or power failure), despite reasonable precautions we have taken.

We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such "electronic fund transfers". If you have bill payment services, you must contact the intended recipient of the transaction for inquiries other than confirmation of the amount transferred from your account to the merchant, the date of the transfer and the recipient's identity/name.

20. **Business Days.** Our "business days" are as follows:
We are not open for business on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or other holidays observed by the credit union. Every day is a business day, except Saturdays, Sundays and federal holidays. We reserve the right to change our "business days" and hours. You may get more updated information, including lobby hours, from our website at: www.familycu.com
21. **Regulatory Agency.** If you believe that we may have violated the federal Electronic Funds Transfers Act or any Iowa Electronic Funds Transfer Regulations, you may contact the following regulatory authority:

Iowa Division of Credit Unions
200 East Grand Ave., Suite 370
Des Moines, IA 50309
Phone: (515) 725-0505

<https://creditunions.iowa.gov/contact-form>

22. **Amendments/Termination.** We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will notify you either verbally or by providing written notice thereof as we deem to be reasonable under the circumstances. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. You may also terminate this agreement at any time by providing written notice to The Family Credit Union, however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, ATM Cards, VISA® Debit Cards, PINs and Codes, which remain the property of the Credit Union.
23. The effective date of this disclosure (agreement) is October 1, 2019.
24. **Location of Machines.** The number and location of Automated Teller Machines is, of course, subject to change at any time.
25. **Card Ownership.** All ATM Cards, VISA® Debit Cards, and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your ATM/Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to make a Voice Response or Online Banking system, electronic fund transfer or e-Check(s) affecting your account(s) that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request, plus our fee(s) for any such transactions that create an overdrawn account or accounts.
26. **Secrecy of PIN.** If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM/Debit Card or on any item you keep with your cards. If you do not keep your PIN separate from your ATM/Debit Card, your privileges may be revoked at our option. You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit anyone else to use your PIN or access your accounts through an electronic transfer service, or give your card to anyone else, or provide your access code to someone else, you are responsible for any transactions they initiate and authorize for any of your accounts.
27. **Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
28. **Limitations of ATM Transactions.** There is a maximum \$500.00 limit on ATM withdrawals you may make each day. There is a maximum \$1,000.00 card point-of-sale purchases you may make per day, if you have sufficient funds in your account, you may make at any ATM during its 24-hour operating cycle. To protect against possible losses, your card will not allow you to withdraw more than a combined withdrawal from your share, share draft and electronic withdrawal using an ATM card or using a VISA® Debit Card during such a 24-hour cycle, even if two ATM Cards or two VISA® Debit Cards have been issued for a single account. (For example, when a husband and wife each have a card for their joint account.) If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance. You may request us to program our system so that no more than \$50.00 cash can be obtained by use of your ATM/Debit Card or VISA® Debit Card during a single day. Please contact us if you want this option.
29. **Responsibility for Overdraft.** If you obtain cash from an ATM which creates a shortage in your account or if you overdraw an account through use of the Voice Response service, Online Home-Banking access service, e-Check(s), or otherwise, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your share draft account per occurrence.
If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according to your overdraft line of credit, or if you have no overdraft protection, then such overdraft will be paid to us as provided in the first sentence of this section.
30. **Crediting of Deposits and Payments.** Deposits or payments made in an ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments to accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.
31. **Joint Accounts.** If any account accessed under this agreement is a joint account (that is, if two or more people are parties to this account), all of the joint owners are jointly and severally liable to repay the Credit Union the amount of any EFT transaction, including any overdraft and service charges, regardless which of the parties initiated, completed or received the benefit of the transfer. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from transfers, charges or overdrafts, whether caused by you or another with access to any account affected under this agreement. This liability is due immediately, and can be deducted by the Credit Union directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you individually initiated or authorized the item or transfer or otherwise benefited from the transfer and charge. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.
32. **Foreign Transaction Currency Conversion.** If you effect a transaction with your VISA® Debit Card in a currency other than US Dollars, VISA® International Incorporated will convert the funds into US Dollars and charge your account in US Dollars. VISA® International Incorporated will use

its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. The conversion rate used by VISA® International Incorporated to determine the transaction amount in US Dollars for such foreign transactions is generally either a government mandated rate or a wholesale range of rates determined by VISA® International Incorporated for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by VISA® International Incorporated. The currency conversion rate used by VISA® International Incorporated is the applicable central processing date, which rate may vary from the rate VISA® itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases.

If there is no currency conversion but the transaction was completed in a foreign country (what VISA® labels a "single-currency transaction") the International Service Assessment (ISA) is 1% of the transaction; including cash advances, purchases and credits to your account. If there is a "multi-currency" conversion, the ISA will continue to be 1% of the transaction. An international transaction as a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your VISA® account for each foreign transaction.

33. **Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.
34. **Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
35. **Governing Law.** This Agreement and Disclosure is governed by the Bylaws of The Family Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of Iowa.
36. **Enforcement.** You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this Agreement from your accounts with us.
37. **Account Information Disclosure.** We may disclose your account information to third parties to verify and complete the transfers you make as follows: (a) To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; (b) If your account is eligible for emergency cash and/or emergency card replacement services, and (c) you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s); (d) To comply with government agency or court orders; or (e) If you otherwise provide us with your written permission.
38. **Right to Bring Civil Action.** You have a right to bring a civil action against any person violating any provision of the laws governing consumer privacy and unauthorized withdrawals. If you prevail in such an action, you may be entitled to recover punitive damages, court costs and reasonable attorney fees.
39. **Consumer Liability:**
 - a. **Consumer Liability.** Tell us AT ONCE if you believe your Automated Teller Machine Cards (ATM Card), VISA® Debit Cards and/or PIN(s) or your Voice Response access service PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or your Online Banking system has been accessed without your permission. 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). You will have zero liability if you tell us within 2 business days after you learn of the loss or theft of your Automated Teller Machine Card (ATM Card), VISA® Debit Card or your PIN(s) and/or your Online Banking access PIN/Code, if someone used your card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), and we can prove we could have stopped someone from using your card(s) 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, 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.
 - b. **Contact in event of unauthorized transfer.** If you believe your Automated Teller Machine Cards (ATM Card), VISA® Debit Card and/or PIN(s) have been lost or stolen, or your Voice Response access service PIN, or your Online Banking system access to your account has been compromised, call: (563) 362-9531 or after business hours and weekends, 800-472-3272. (lost/stolen) or write to: **The Family Credit Union, 1530 W. 53rd Street, Davenport, IA 52806 IMMEDIATELY !!!** 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.
 - c. **Authorization.** If you furnish another person with your ATM card and PIN, any operable Code or Voice Response access service PIN, access code to your Online Banking or your check book, you will be responsible for all "electronic fund transfers" initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers any amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers.
40. **VISA® Debit Card Network Disclosure - Non-VISA® Debit Transaction Processing.** This VISA® Debit Card Network Disclosure is effective October 1, 2019 and provides notice to you that as a VISA® Debit Card holder, you may initiate a VISA® Debit Card transaction on a non-VISA® Network without a PIN anywhere the card is accepted without those transactions being protected by VISA® zero liability for unauthorized transactions and fraud. In addition, you may not receive any other benefits for using your VISA® Debit Card, such as any accumulation of VISA® Network points, or product warranties provided by using the VISA® Network for purchases, or any other authentic VISA® incentive when your transactions are processed by non- VISA® Networks. The provisions in your VISA® Cardholder agreement relating only to VISA® Transactions are inapplicable to non-VISA® transactions.

Your VISA® Debit Card with the VISA® Logo may be accepted and process transactions that are not processed through "VISA's Network". "VISA's Network" provides protection to you that requires entry of a PIN number to access your funds/account as a Debit Account, while the following known network(s) utilized by some merchants through "non-VISA® Networks" do not provide zero liability to you as a card holder. Those "non-VISA® Network" transactions are not covered by the VISA® zero liability process for unauthorized transactions.

We are aware of the following networks that offer a "Non-VISA® Debit Transactions" PIN-less payment option: PULSE. These "Non-VISA® Debit Transactions" would not be conducted through VISA's Network and therefore, would not receive VISA® zero liability and fraud protection. There may be other Networks that process your transactions through non-VISA® Networks and allow certain bill payment products and certain merchants to initiate payment transactions through non-VISA® Networks without a personal identification number (PIN). All other transactions initiated by cardholders on non-VISA® Networks required cardholders to enter a PIN.

VISA® represents that its VISA® zero liability policy virtually eliminates consumer liability in cases of card fraud for all VISA® card transactions processed through the VISA® Network, including online purchases. Merchants who use non-VISA® Networks will process your transaction(s), however, those transactions are not eligible for VISA® zero liability or fraud protection.

This new rule allows you as the cardholder to initiate a VISA® Debit Card transaction on a non-VISA® network without a PIN anywhere the card is accepted. For example, you as a VISA® Debit Card holder go to a merchant's web site and select a VISA® payment option since the card has the same VISA® logo as is on the card. If that merchant does not use a VISA® Network, your transaction will be processed as a Non-VISA® Debit Transaction that does not provide zero liability to you. In order to insure the zero liability and fraud protection, you would need to verify that the merchant utilizes a VISA® Network and not one of the non-VISA networks identified above. Or, for example, you may charge a transaction with a non-VISA® Network participating merchant, in which case that transaction would not receive the VISA® zero liability and fraud protection.

This Disclosure is an amendment to any new or existing VISA® Agreement with this Credit Union and may be amended at any time. Usage of your card represents an acknowledgement of the receipt of this disclosure.

41. **RIGHT OF OFFSET (Shares Lien): IF YOU REQUEST THAT WE ISSUE A PIN TO YOU, AND IF YOUR CARD OR YOUR PIN MAY BE USED TO ACCESS OPEN-END CREDIT PLAN AGREEMENT(S) WITH US BY WAY OF OVERDRAFT PROTECTION, FUTURE ADVANCES OR OTHERWISE, A SECURITY INTEREST IN YOUR ACCOUNT(S) WITH US ARE A CONDITION TO THE ISSUANCE OF THE CARD AND THE PIN. IN THAT EVENT, YOU GIVE US A SECURITY INTEREST IN ALL ACCOUNTS WITH US IN WHICH YOU HAVE AN INTEREST EITHER NOW OR IN THE FUTURE, INCLUDING ACCOUNTS ON WHICH YOU ARE A JOINT OWNER AND WHICH SECURE ALL ADVANCES MADE UNDER YOUR OPEN-END CREDIT PLAN AGREEMENT WHETHER DIRECTLY OR INDIRECTLY, THROUGH THE USE OF YOUR CARD. YOU HEREBY AUTHORIZE US TO APPLY FUNDS IN YOUR ACCOUNT(S) TO PAY AMOUNTS UNDER YOUR OPEN-END CREDIT PLAN AGREEMENT IF YOU ARE IN DEFAULT. YOU ARE NOT GIVING US AN INTEREST IN ANY ACCOUNT, INCLUDING ANY INDIVIDUAL RETIREMENT ACCOUNT, WHICH WOULD LOSE SPECIAL TAX TREATMENT IF GIVEN AS SECURITY AND APPLIED TO YOUR LOAN(S).**