

# Online Banking Disclosure

## Electronic Funds Transfer Agreement

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by PrimeTrust Financial Federal Credit Union. In this Agreement, the words **you** and **yours** mean anyone who signs up for Online Banking as applicants, joint owners, or any authorized users. The words **we**, **us**, and **our** mean the Credit Union. The word **account** means any one or more share and share draft accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By using any EFT service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments of the EFT services offered.

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## Online Banking Electronic Banking Service

If we approve Online Banking for your account(s), you must complete an online registration which will enable you to access your account through Online Banking. At the present time, you may use Online Banking to:

- Transfer funds from your Personal and/or Business savings, checking and some line of credit accounts
- Obtain balance information for your Personal and/or Business savings, checking, Loan and Certificate accounts
- Make loan payments from your Personal and/or Business savings and checking accounts
- Make bill payments to creditors from your Personal and/or Business checking account
- Place stop payments on a check or group of checks
- Reorder checks
- View online check images
- Correspond with PrimeTrust Financial Federal Credit Union employees via a secure E-mail Message Center
- If requested and enabled, view recent monthly statements and notices via online eStatements/eNotices
- Download account information into financial management software programs for reconciliation
- Change your password

**Accessibility.** Your accounts can be accessed using Online Banking via a personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted occasionally for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

**Reg D Restrictions and Transfer Limitations.** The Federal Government, through Regulation D, limits certain specific transactions to six (6) per month, per savings account. This includes any combination of the following transactions during any calendar month:

- Electronic transfers via Online Banking and Bank-By-Phone
- Withdrawal checks via Bank-By-Phone
- Overdraft Transfers
- ACH Debits (electronic checks)
- Pre-authorized transfers (Health club dues, bill payments, etc.)
- Withdrawals in branch (including Shared Branches)

A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including those received through the Automated Clearing House (ACH). We may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account.

If you reach your Reg D limit prior to month end, you will need to go to a PrimeTrust Financial Branch, call Member

Services at 765-289-2148 or 800-459-5585 to transfer out of Savings or fax a written signed request to 765-282-4676.

- There is no limit to the number of inquiries you may make in any one day.

**Stop Payments (Personal Checks).** A stop payment request will be processed immediately. **Note:** There is a \$28.00 processing fee per stop payment or sequential range of checks. This fee will be deducted from your checking account. This stop payment order will be effective for 6 months after the date accepted and will automatically expire after that period unless renewed.

**Business Days.** Our business days are Monday through Friday, excluding holidays.

**Security of Password.** You agree to not give account access to any unauthorized individuals. If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use a password may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these passwords and the credit union suffers a loss, we may terminate your Online Banking access immediately. If you believe that someone may attempt to use Online Banking without your consent or has transferred money without your permission, you must notify us at once by calling 765-289-2148 or 800-459-5585 during regular business hours.

**Right to Receive Documentation (Periodic Statements).** Transfers and withdrawals you make through electronic transactions or bill payments will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all transfers to or from any savings, checking or Loan accounts as provided in this Agreement. Each joint owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any transfers on any account from any joint owner.

**Fees and Charges.** There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. Please refer to the Rate and Fee Schedule and/or Addendum for applicable fees.

**Member Liability.** You are responsible for all transactions you authorize using your EFT Services under this Agreement. If you permit other persons to use an EFT service or your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, notify us at once if you believe someone has used your password or otherwise accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. If you tell us within (2) business days of discovery that someone accessed your account without your permission you can lose no more than \$50. If you do not tell us within (2) business days after you learn that there has been unauthorized use of an EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you told us, you could lose as much as \$500.

Also, if your statement shows EFT transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has transferred or may transfer money from your account without your permission, call us at 765-289-2148 or 800-459-5585. In the event that you are unable to call, please write to: PrimeTrust Financial Federal Credit Union, 3700 W. Bethel Avenue, Muncie, IN 47304

**Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of any passwords. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making pre-authorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further pre-authorized transaction instructions. We may also program our computer to not accept your password for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to

termination.

**Notices.** All notices from us will be effective when we have mailed them to your last known address in the Credit Union's records, or delivered them electronically to your secure Online Banking account. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

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## Fees

- **Stop Payment Fee (Personal Checks, ACH, Bill Pay)**  
\$28.00 per item (Single check or sequential range of checks)
- **Non Sufficient Funds Fee-NSF (Personal Checks, ACH, Bill Pay)**  
\$28.00 per item
- **Overdraft Privilege Fee (Personal Checks, ACH, Bill Pay)**  
28.00 per item

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## Errors and/or Questions

In case of an error and/or question about your electronic transfers or payments, or if you believe an unauthorized transfer of funds has been made, you should notify us by one of the following methods:

1. Send a secure e-mail via the Online Banking Mailbox;
2. Telephone us at 765-289-2148 or toll free 800-459-5585 during regular business hours;
3. Write to us at:

PrimeTrust Financial Federal Credit Union  
3700 W. Bethel Avenue  
Muncie, IN 47304

If you think that your statement is wrong or you need more information about a transfer listed on the statement, we must hear from you no later than sixty (60) days after you receive the first statement on which the problem or error appeared.

You must:

1. Give us your name and account number;
2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need additional information;
3. Give us the Confirmation number of the transaction in question (if available), and;
4. Give us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days. We will inform you of the result of our investigation within ten (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 to investigate the complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the

amount you think is in error, so that you may have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account. If your account has been open for less than 30 days, we can take up to 20 days to provisionally credit your account while we are investigating. If necessary, we will notify you within three (3) Business Days after we finish the investigation.

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## General Legal Information

### Exclusions of Warranties

PRIMETRUST FINANCIAL FEDERAL CREDIT UNION'S ONLINE BANKING AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Disclosure of Account Information to Third Parties

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

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

### Merchant or Payee Limitation

PrimeTrust Financial Federal Credit Union reserves the right to refuse to pay any person or entity to whom you may direct a payment. We are obligated to notify you promptly if we decide to refuse to pay a person or entity designated by you. **This notification is not required if you attempt to pay tax or court related payments, which are prohibited under this Agreement.**

### Disputes

In the event of a dispute regarding Online Banking, you and PrimeTrust Financial Federal Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this document is the complete and exclusive statement of the agreement between you and PrimeTrust Financial Federal Credit Union which supercedes any proposal or prior agreement, oral or written, and any other communications between you and PrimeTrust Financial Federal Credit Union relating to the subject matter of this Agreement. If there is a conflict between what one PrimeTrust Financial Federal Credit Union employee says and the terms of this Agreement, the terms of this Agreement shall control.

### Assignment

You may not assign this Agreement to any other party. PrimeTrust Financial Federal Credit Union may assign this agreement to any future, directly or indirectly, affiliated company. PrimeTrust Financial Federal Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### No Waiver

PrimeTrust Financial Federal Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by an authorized officer of the credit union. No delay or omission on the part of Online Banking in exercising any rights or remedies shall operate as a waiver of such rights or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Captions**

The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.

**Governing Law**

This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws and regulations of the State of Indiana, and local clearing house rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

**Enforcement**

You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

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