



POWER FINANCIAL CREDIT UNION

ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURE

This Agreement is the contract which covers your and our rights and responsibilities concerning electronic fund transfer (EFT) services offered to you by Power Financial Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants, joint owners or any authorized users. The words "we," "us," and "our" mean the Power Financial Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. By signing the Account Card or signing or using a VISA Check Card, Simon Says audio response service, or SecureLink Internet Home Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

Electronic funds transfers ("EFTs") are electronically initiated transfers of money through preauthorized transfers and direct deposits, automated teller machines ("ATMs"), audio response ("Simon Says") and Internet Home Banking ("SecureLink") transactions, Point of Sale ("POS") terminals and VISA Check Card purchases involving your deposit accounts at the Credit Union.

1. Services.

a. Automated Teller Machines (ATMs). You may use your ATM Card and access code in automated teller machines of the Credit Union, and such other machines or ATM networks we may designate. At the present time, you may use your card to make the following transactions on your accounts:

- * Withdraw cash from your savings and checking accounts.
- * Transfer funds between your savings and checking accounts.
- * Make balance inquiries on savings and checking accounts.
- * Other transactions as offered and permitted in the future.

b. VISA Check Card. You may use your VISA Check Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within such networks as the Credit Union may designate. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement.

c. Preauthorized Electronic Funds Transfers and Direct Deposits. Preauthorized electronic funds transfers may be made into or from your Credit Union accounts. These may include preauthorized electronic funds transfers made to an account from a third party (such as Social Security or your employer) or from an account to a third party (such as a mortgage or insurance premium payment, excluding SecureLink bill payment transactions). If electronic funds transfers are made into or from your account, those payments may be affected by a change in your account status or if you transfer or close your account.

d. Simon Says (Audio Response). If we approve the Simon Says audio response access service for your accounts, you must designate a separate four (4) digit access code. You must use your access code along with your account number to access your accounts. At the present time you may use the audio response access service to:

- * Obtain balance, withdrawal, dividend, and loan payoff, due date information, cleared check information on your accounts at the Credit Union.
- * Transfer funds between your savings, checking, and loan accounts, including loan payments and transfer funds to accounts of other members, as authorized.
- * Withdraw funds from your savings by check, made payable to you and mailed to you at the address on your account.
- * Transfer funds from your savings or checking account to a loan account of yours.
- * Access your line of credit account and transfer funds to your checking account or authorize a check payable to you.
- * Other transactions as offered and permitted in the future.

e. SecureLink Online Banking. If we approve your application for the SecureLink Online Banking service, you may use your personal computer to access your accounts. You must use your access code along with your account number to access your accounts. The Online Banking service is accessible seven (7) days a week, 24 hours a day. You will need a personal computer or access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, or your computer. At the present time, you may use the SecureLink service to:

- * Transfer funds between your savings, checking, and loan accounts, as allowed, including loan payments.
- * Transfer funds between your savings, checking, and loan accounts, including loan payments and transfer funds to accounts of other members, as authorized.
- * Obtain account balance, withdrawal, dividend, transaction history, and cleared check information on your accounts at the Credit Union.
- * Review information on your loan account including payoff amounts, due dates, finance charges, and balance information.
- * Request a withdrawal through bill payment from any share savings, and money market account by check mailed to you at the address on your account.
- * Make bill payments from your checking account.
- * Download account transaction information into personal financial software programs including: Quicken™ and MSMoney®.
- * Other transactions as offered and permitted in the future.

2. Service Limitations.

a. ATM Machines.

1. Cash Withdrawals. There is no limit on the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth on the Fee Schedule. You may withdraw up to \$ 400.00 (if there are sufficient funds in your account) per day (for purposes

of the daily limit, a day ends at midnight) at any authorized ATM, subject to our security limits and any limits placed on each individual ATM.

2. Transfers. You may transfer between your regular share and checking accounts up to the balance in your accounts at the time of the transfer at available locations.

b. VISA Check Card/POs Purchases. You may make VISA Check Card purchases at participating merchants and POs terminals up to the maximum amount set by any participating merchant (if there are sufficient funds in your account). You may make ATM cash withdrawals up to \$ 400.00 per day subject to our security limits and any terminal limits.

c. Simon Says (Audio Response). Your accounts can be accessed under audio response via a touchtone telephone only. Not all pushbutton phones are touchtone. Converters may be purchased for pulse and rotary dial phones. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a share savings account. Transfers from a share savings account will be limited to six (6) in any one month.

No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves 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. Check transactions may not exceed the amount in your account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call. The system will discontinue service after three unsuccessful attempts to enter a transaction.

d. SecureLink Online Banking. The following limitations on SecureLink Online Banking transactions may apply in using the services listed above:

1. Transfers. You may make funds transfers to other accounts of yours as often as you like. However, transfers from your share savings accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

2. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM deposit transactions and our Funds Availability Policy.

3. E-Mail. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4.

4. Bill Payments. You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either variable (i.e. payments on merchant charge accounts that vary in amount) or fixed (i.e. fixed mortgage 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. We will process bill payment transfer requests only to those creditors the Credit Union has

designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor 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. The Credit Union will withdraw the designated funds from your account for the bill payment transfer by 11:00 p.m. on the date you schedule for payment. The Credit Union will process your bill payment transfer within two (2) business days of the date you schedule for payment.

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 at least three (3) business days for electronic payments and five (5) business days for check payments before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

You may cancel or stop payment on variable or fixed bill payments instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a variable or fixed payment that you have already scheduled for transmission through the SecureLink service, you may electronically edit or cancel your payment request through the SecureLink service. Your cancellation request must be entered and transmitted through the SecureLink service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on a fixed bill payment transaction, not using the SecureLink service, the Credit Union must receive your oral stop payment request at least three (3) business days before the payment is scheduled to be made under Section 10.

3. Conditions of Account Use. The use of your Account(s) are subject to the following conditions:

a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

b. 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.

c. Security of Access Code. The personal identification code or access code ("access code") that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

4. Member Liability. 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. However, tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For VISA Check Card purchase transactions, if you notify us of your lost or stolen card within two (2) business days of discovery, you may not be liable for any losses. If you notify us of your lost or stolen card after two (2) business days of your discovery, your maximum liability for losses to your account may

be up to \$50. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your VISA Check Card and you provide us with a written statement regarding your unauthorized VISA Check Card claim, otherwise the liability limits set forth below may apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing our account without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized loan transactions through an EFT service is \$50.00.

Also, if your statement shows EFT transfers 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 following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized VISA Check Card purchase transactions -- up to the limits set forth above and (ii) for all other unauthorized EFT transactions -- up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(954) 538-4400 , or
(800) 548-5465 Mon. - Fri., 9:00 a.m. to 4:00 p.m.

or write:

Power Financial Credit Union
2020 NW 150 Avenue
Pembroke Pines, FL 33028

5. Business Days. Our business days are Monday through Friday. Holidays are not included.

6. Fees and Charges.

a. SecureLink Online Banking. A no charge service.

b. SecureLink Bill Payment Fee. Power Financial Credit Union members who are registered for Bill Pay will not be charged for Bill Pay as long as one bill is paid per month. If no bills are paid in any one month, there is a \$4.95 fee. The monthly charge will be deducted from your checking account around the 15th of the month. Members must have Online Banking to use Bill Pay.

c. SecureLink eStatements/eNotices: A no charge service.

7. Right to Receive Documentation Transfers.

a. Periodic Statements. Transfers, withdrawals, and purchases transacted through an ATM, POs terminal, Simon Says, or SecureLink, or with a participating merchant 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. You understand and agree that statements are made available to you on the date they are mailed to you, unless you have requested that they be made available to you electronically, in which case you understand and agree that they are made available on the date you are electronically notified of their availability. You also understand and agree that drafts and copies including electronic images thereof are made available to you on the date the statement is mailed or the date they are made available to you online. Images for PFCU checks cashed at a PFCU branch or checks that are returned are not available for viewing in SecureLink Home Banking.

b. Terminal Receipt. You may receive a receipt at the time you make a transaction (except inquiries) using an ATM or POs terminal or with a participating merchant.

c. Direct Deposits. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling the phone numbers listed in Section 4. This does not apply to transactions occurring outside the United States.

8. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

a. As necessary to complete transfers;

b. 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;

c. To comply with government agency or court orders;

d. If you give us your express permission.

9. Credit Union Liability for Failure to Make Transfers. 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. We will not be liable for instance:

a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit, if applicable.

b. If you used the wrong access code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfer transactions.

c. If the Card has expired or is damaged and cannot be used.

d. If the automated teller machine (ATM) where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.

e. If your computer fails or malfunctions or the Simon Says audio response or SecureLink Internet Home Banking services were not properly working and such problem should have been apparent when you attempted such transaction.

f. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.

g. If the funds in your account are subject to an administrative hold, legal process or other claim.

h. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.

i. If there are other exceptions as established by the Credit Union.

j. If the error was caused by a system beyond the Credit Union's control, such as an ATM network, telecommunications system, or Internet service provider.

k. The ATM or POs terminal may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.

10. Preauthorized Electronic Fund Transfers.

a. **Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others (excluding SecureLink Internet Home Banking bill payments), you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing at the telephone number and address stated in Section 4. any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

b. **Notice of Varying Amounts.** If these payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when the payment 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 Transfers.** If you order us to stop one of these payments three (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.

11. **Termination of EFT Services.** You agree that we may terminate this Agreement and your use of your EFT services and the use of your card, if you or any authorized user of your access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your access code or Card; or you or any other party to your account can terminate any of the EFT services in this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

12. **Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

13. **Billing Errors.** In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth in Section 4. as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

a. Tell us your name and account number.

b. Describe 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 ten (10) calendar days.

We will tell you the results 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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days (five (5) business days for VISA Check Card transactions) 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 ten (10) business days, we may not recredit you account For questions involving

errors on transfers involving new accounts, transfers initiated outside the United States, or as POs terminals, the time within which the Credit Union must tell you the results of its investigation is ten (10) business days, twenty (20) business days for new accounts. If the Credit Union recredits your account for the amount of the error, the Credit Union may take an additional ninety (90) calendar days to investigate your complaint or question.

14. ATM Safety Notice. The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

Be aware of your surroundings, particularly at night.

Consider having someone accompany you when the ATM or night deposit facility is used after dark.

If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.

Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.

If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.

If you are followed after making a transaction, go to the nearest public area where people are located.

Do not write your personal identification number or code on your ATM card.

Report all crimes to law enforcement officials immediately.

Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Florida law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.