



## ATM/VISA® Check (Debit) Card REGULATION E ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

- Pre-Authorized Payments
- ATM Transactions
- Point-of-Sale Transactions

As a consumer who uses electronic funds transfer (EFT) services, you have certain rights and responsibilities. These rights and responsibilities are defined by the Electronic Fund Transfer Act (15 U.S.C. 1693, Et seq.) and Regulation E of the Federal Reserve Board. One requirement of this Act is that all financial institutions must make certain disclosures to all EFT users.

This Agreement/Disclosure governs the use of electronic fund transfer services ("EFT services") associated with ATM & Visa® Check (Debit) Cards. By performing any EFT services, you agree to the following terms.

**YOUR RESPONSIBILITY AND AUTHORIZED USE.** By retaining or using a Credit Union issued ATM or Credit Union issued Visa® Check (Debit) Card, (the ATM Card and Visa® Check (Debit) Card are referred to collectively as your "Card"), or the account number on the card, you understand and agree:

1. Your card remains the property of the Credit Union and will be surrendered immediately to the Credit Union upon request.
2. To abide by the rules and regulations of the Credit Union relating to the use of your Card and the performance of any EFT services.
3. To notify the Credit Union promptly in writing of the loss of your Card.
4. To be responsible for all authorized uses of your Card whether used at a full service automated teller machine (ATM), an electronic cash dispensing machine, or a Point-of-Sale (POS) terminal.
5. To be responsible for unauthorized use of your Card as disclosed in the section below entitled "Notice of Your Rights and Liabilities".
6. If you use your Card to access an Account that is no longer available or lacks sufficient funds to complete the transaction, the Credit Union may, at its sole discretion, charge or credit the transaction to another Account unless otherwise limited by law.
7. The Credit Union may cancel your Card at any time without notice.
8. The Credit Union's liability to you for not completing a transaction will be limited as set forth in the section below entitled "Liability for Failure to Complete Transactions".
9. The Credit Union has the right to refuse a transaction on your Account when your Card has been reported lost or stolen or when the Credit Union reasonably believes there is unusual activity on your Account.
10. You cannot use your Card for a transaction that would exceed your Account balance. The Credit Union will not be required to complete any such transaction or any transaction that would exceed the daily authorization limit attached to your Card, but if it does, you agree to pay the Credit Union the amount of the improper withdrawal or transfer upon request.
11. To never allow anyone to use, borrow or obtain your Card or Personal Identification Number (PIN). By giving your Card or PIN to another person, you take responsibility for all transactions made by that person or by anyone else to whom that person gives the Card or PIN until you notify us to cancel your Card and issue a new card. **(A Credit Union Official will never ask you for your PIN number.)**
12. The use of the Card is also subject to the terms and conditions of the agreement(s) governing your Savings Account, Checking Account, Visa® Credit Card Account or Line-of-Credit (collectively called "Account[s]") which the Card may access (and to the terms and conditions of the rules and regulation governing Accounts).
13. To reimburse the Credit Union immediately for the amount of any Checking or Card withdrawal that it honors which cannot be paid out of the checking account (or through an overdraft transfer, as provided for in the Checking Agreement).
14. That even though your Account may have a balance sufficient to cover a requested card withdrawal, you recognize that electronic terminals, merchants, financial institutions and others who accept the Card, or the Account number on the Card, may not be able to determine your actual balance. Therefore, the Credit Union is not liable for the refusal or inability of such terminals or persons to honor the Card or complete a Card withdrawal, or for their retention of the Card.
15. That Card withdrawals made in foreign countries and foreign currencies will be charged to the Account[s] in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by Visa® International, Inc., through whose facilities card withdrawals are handled. The transaction fee for purchases made in foreign currency will be charged 1% of the amount of foreign currency purchase after conversion to U.S. dollars. The transaction fee for purchases made in a foreign country in U.S. currency will be charged .80% of the amount of the purchase.
16. That merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by initiating a credit to the Credit Union, which will credit the amount to your Account.
17. That the Credit Union reserves the right at any time and without notice (except as may be required by the Electronic Fund Transfer Act) to amend this disclosure and agreement, and to eliminate any or all of the services that are currently available to you by use of your Card or to add new services.

### TYPES OF AVAILABLE TRANSFERS AND LIMITATIONS ON TRANSACTION TYPES

1. **Pre-Authorized Payments.** You may arrange with some merchants, insurance companies, banks, credit unions, and other institutions to have your recurring bills paid automatically (a debit from your account) by providing your card information.
2. **Point-of-Sale Transactions.** You may use your Card to purchase goods and services from merchants who have agreed to accept your Card as a means of payment. Purchases made with your Card are referred to as "Point-of-Sale (POS) Transactions" and will be charged against your primary checking account.
  - a. The Credit Union Visa® Check (Debit) Card can be used for POS transactions at merchants that accept Visa®.
3. **ATM Transactions.** When you receive your Card and personal identification number (PIN), you may make the following transactions to or from your accounts at any Seven Seventeen owned ATM:

- **Withdrawals from:**
  - Checking
  - Savings
- **Withdrawals In the Form of Cash Advance from:**
  - Line-of-Credit
  - Line-of-Credit to be credited to checking
- **Balance Inquiry:**
  - Checking
  - Savings
- **Deposits to:**
  - Checking
  - Savings
- **Transfers from:**
  - Checking to Savings
  - Savings to Checking
  - Savings or Checking to make payments to your Line-of-Credit loan

**NOTE:** Transactions at non-Seven Seventeen Credit Union ATMs may be subject to a surcharge assessed by the ATM terminal owner. In addition, a specific ATM or EFT network may not provide you with access to all of your Accounts. Some types of transactions may be limited on certain ATM machines.

### CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Tell us AT ONCE if you believe your Card or your Personal Identification Number (PIN) has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account[s] (plus the maximum Line-of-Credit). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Card or PIN without permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or the PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Electronic Fund Transfers (EFTs) 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 not get back any money you lost after sixty (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.

### ADDRESS AND TELEPHONE NUMBERS

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 330-372-8100 from Trumbull County, 330-726-0344 from Mahoning County, 330-677-0001 from Portage County, 330-492-1106 from Stark County, or 800-775-7741 from elsewhere, or write us at Seven Seventeen Credit Union, Inc., 3181 Larchmont Avenue, NE, Warren, Ohio 44483.

### BUSINESS DAYS

Our business days are Monday through Friday. Holidays are not included.

**ERROR DISCLOSURES**

In case of errors or questions about your Electronic Fund Transfers (EFTs), telephone us at once by calling 330-372-8100 from Trumbull County, 330-726-0344 from Mahoning County, 330-677-0001 from Portage County, 330-492-1106 from Stark County, or 800-775-7741 from elsewhere, or write us at Seven Seventeen Credit Union, Inc., 3181 Larchmont Avenue, NE, Warren, Ohio 44483; as soon as you can if you think your statement or receipt is wrong or if you need more information about an EFT on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or the EFT you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your inquiry in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your inquiry. If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your inquiry in writing and we do not receive it within 10 business days, we may not recredit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**SPECIAL RULES FOR VISA CHECK CARD TRANSACTIONS**

If you believe a Visa Check Card transaction was unauthorized, we will re-credit your account within 5 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received it. We may take up to 30 days to investigate your inquiry. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

**DOCUMENTATION OF ELECTRONIC FUNDS TRANSFER (EFTS)**

You can get 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 for amounts greater than \$25 (and in some cases \$50). You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

If we do not complete an Electronic Fund Transfer (EFT) to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions. For instance, we will not be liable if:

1. Through no fault of ours, you do not have enough money in your Account to complete the transaction.
2. The transaction would exceed the credit limit on your approved Line-of-Credit.
3. The ATM terminal where you are making the transaction does not have enough cash.
4. The ATM or POS terminal or the system was not working properly and you knew this when you started the transaction.
5. Circumstances beyond our control (such as fire or flood) prevented the transaction despite reasonable precautions that we have taken.
6. Your Account has been closed or credit privileges have been terminated.
7. The card being used has been reported lost or stolen.
8. The transaction would exceed limitations on dollar amounts of withdrawals.
9. The funds in your Account are unavailable.
10. The funds in your Account are subject to legal process or other encumbrance restricting the use of the funds.
11. We have reason to believe that the transaction requested is unauthorized.
12. At an ATM or POS terminal you attempt to complete a transaction which is not a permissible transaction at such terminal. (See "ATM Transactions" above).
13. The transaction would exceed security limitations on the use of your Card.
14. Any other exception arises as stated in our agreement with you.

**ACCOUNT INFORMATION DISCLOSURE**

We will disclose information to third parties about your Account or the EFTs you make:

1. Where it is necessary for completing the transactions; or
2. In order to comply with government agency or court orders or other authorized legal process; or
3. If you give us your written permission to do so; or
4. In order to verify the existence and condition of the Account for a third party, such as a merchant, credit bureau, or other financial institution.

**LIMITATIONS ON FREQUENCY OF TRANSFERS**

There is no limitation on the frequency or number of deposits or loan payments to your Account as listed above that may be made by EFTs. Withdrawals from your Account as listed above by way of EFTs, are limited as follows:

You are permitted no more than six (6) transfers or withdrawals during any calendar month from your Savings Accounts or Money Market Account to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than three (3) of the six (6) transfers may be made by check, draft, debit card, if applicable, or similar order to a third party.

**LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS**

**A. General**

There is no limitation on the dollar amount of any EFT as long as your Account balance on our record at the time of the transfer is sufficient to cover the amount of the transfer. If any loan you have with us is delinquent you will be unable to withdraw funds equal to the delinquent amount.

**B. Exceptions**

1. The ATM Card may be used to withdraw cash from an ATM up to \$500.00 daily or the available balance of your Account[s], whichever is less.
2. The Credit Union Visa® Check (Debit) Card may be used to withdraw cash from an ATM, up to \$500.00 daily or the available balance of your Account, whichever is less, and/or conduct POS transactions up to \$3,000.00 daily or the available balance of your Account, whichever is less. The Credit Union reserves the right to change these limits at any time, at our sole discretion. Visa® Credit Card cash advances are limited to \$1,000.00 daily.

**TRANSACTION FEES**

**A. General**

Currently there are no charges or fees applicable to EFTs in the form of pre-authorized payments. However, we reserve the right to impose charges at a future date.

**B. ATM/POS Transaction Exceptions**

Your Account(s) will be charged the fees listed below for each transaction that is completed or attempted.

Transaction Type	TERMINALS		
	Seven Seventeen	Non-Seven Seventeen <i>(using a Visa® Debit Card)</i>	Non-Seven Seventeen <i>(using a ATM only Card)</i>
Deposits .....	No charge	\$1.00	\$1.50
Withdrawals .....	No charge	\$1.00	\$1.50
Transfers .....	No charge	\$1.00	\$1.50
Inquiries.....	\$1.00	\$1.00	\$1.00