

ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT

This disclosure applies to all electronic funds transfers, including but not limited to direct deposits, pre-authorized transfers (except for transfers you have authorized EFCU to make to other EFCU loan or deposit accounts) and to transfers made with any ATM card(s) which directly access either draft checking or share savings account(s). Refer to our Member Disclosure for additional information on Visa® Debit Card, and PowerLine service. As used in this Disclosure, “consumer” means only a natural person who holds a deposit account primarily for personal, family or household purposes, and does not include non-business associations of natural persons. We reserve the right not to issue an ATM card to any member and we may also revoke card privileges with or without cause or notice unless otherwise required by law. You may use your card only in the manner and for the purpose we authorize. We may make a transaction you initiate even if our agreement with you does not authorize it, but that does not mean we will authorize the same transaction again. Remember, your card can only be used in conjunction with your Personal Identification Number (PIN). Do not write your PIN on your card or carry the PIN with you to reduce the possibility of someone using your card without your permission, should it be lost or stolen.

1. Consumer’s Liability for Unauthorized Transfers

Please contact us at once if you believe your card has been lost or stolen. Telephoning us is the best way of minimizing your losses. You could lose all the money in your account (plus your maximum line of credit). If you tell us within two (2) business days, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers should someone use your card without your permission. If you do NOT tell us within two (2) business days after learning of the loss or theft, and we can prove that we could have stopped someone from using your card without your permission had you contacted us, you could lose as much as \$500. Also, if your statement shows 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 not get back any money lost after the 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 something prevents your contacting us (such as travel or hospitalization) the time periods may be extended on a case by case basis.

2. Contact In The Event of an Unauthorized Transfer or to Report a Lost/Stolen Card

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, notify us at once. If unauthorized activity occurs on the card, then you agree to cooperate during the investigation, to complete an Unauthorized EFT Affidavit or similar affidavit and assist in the prosecution of the unauthorized user.

Telephone:
301-670-1300 local
800-223-2177
TTY 301-990-6513

Email:
Call2@energyfcu.org
Attn: Lost or Stolen Card/Unauthorized Transfer

Write:
Energy Federal Credit Union
5 Choke Cherry Road, Suite 110
Rockville, Maryland 20850-4021

3. Business Days

For purposes of this Disclosure, our business days are Monday through Friday, except federal holidays. Transfers may be posted the following business day, depending on the location and time of the transfer.

4. Types of Transfers and Limitations

A. Account Access. You may use your ATM card to:

- Withdraw cash from your account.
- Make deposits to your account.
- Transfer funds between your checking (share draft), savings (main share) and designated loan accounts.
- Pay for purchases at places that have agreed to accept the card.
- Verify the balance in your checking (share draft) or savings (main share) account.

B. Limitations on Dollar Amounts of Transfers

Your total cash withdrawals using your EFCU ATM card may not exceed \$500 per day. Purchases may not exceed your available account balances plus overdraft line of credit or other access device, if any.

5. Using your ATM Card to access your Line of Credit

EFCU has a credit line account, which includes access to a line of credit with an ATM or other access device card. The access falls within the definition of a “credit card” in Regulation Z. If I/we have been approved for a Line of Credit, I/we authorize EFCU to permit me/us to access my/our Line of Credit through an automatic teller machine or participating point-of-sale.

6. Fees

We may charge you a transaction fee for transactions made at an ATM or point-of-sale, which are NOT owned or operated by Energy Federal Credit Union. We may change the Fee Schedule at any time after properly notifying you as required by law. You are responsible for charges when using an ATM machine or point-of-sale other than an EFCU ATM. A national or regional network may impose a fee. Refer to EFCU’s Fee Schedule for current fees.

7. Foreign Transactions

If you use any access device issued by EFCU to obtain cash or to purchase goods or services in another country, the amount of the charge in foreign currency will be converted to a U. S. dollar amount by the applicable network. In making this conversion, the network will use the procedures set forth in its operating relations. Conversion to U. S. Dollars may occur on a date other than the date of the transaction, therefore, the currency conversion rate may be different from the conversion rate in effect on the transaction date. You understand that we do not determine the currency conversion rate that is used, and we do not receive any portion of the currency conversion rate.

8. Confidentiality

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

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

9. Member’s Right to Receive Documentation

Terminal Transfers. You will get a receipt at the time you make any transfer to or from your account using one of our ATMs or other authorized facilities. However, this receipt is not final since we accept each transaction subject to verification. If there is a conflict between the receipt and our records, you agree we may rely on our records and the material in them.

Pre-authorized Credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may call PowerLine, our 24-hour telephone banking system to verify your direct deposit or use e-Branch, our home banking system. If you are not signed up for PowerLine or e-Branch or need a new PIN (Personal Identification Number), please call our office at 301-670-1300. If you choose to verify your direct deposit by calling us directly we may assess a fee. Fees are subject to change without notice.

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

10. Pre-authorized Payments

A. Right 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: Call us at 301-670-1300 or 800-223-2177 or write us at Energy Federal Credit Union, 5 Choke Cherry Road, Suite 110, Rockville, Maryland 20850-4021 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we also require you to put your request in writing and give it to us within fourteen (14) days after your call. If you do not confirm the stop payment in writing it will no longer be effective on the next calendar day after the 14-day period. The fee for stop payments is set forth in our Fee Schedule.

B. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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 payments 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 pre-authorized transfer.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and you have given us the information requested, including but not limited to the exact amount of the payment, and we fail to stop payment, we will be liable for your damages caused by our failure to stop payment.

11. 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:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line of credit
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting such transfer.
- If an account becomes dormant, in which case we will eliminate card access to that account.

There may be other exceptions stated in our agreement with you or permitted by law.

12. Error Resolution Procedure

In case of errors or questions about your electronic transfers, write us at EFCU, 5 Choke Cherry Road, Suite 110, Rockville Maryland, 20850 or phone us at 301-670-1300 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.

- Tell us your name and account number (if any).
- 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.
- 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 ten (10) business days (5 business days for Visa Check Card point-of-sale transactions 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 Check Card point-of-sale transactions 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

TO REPORT LOST OR STOLEN CARD CALL:

800-472-3272

TO REPORT AN UNAUTHORIZED TRANSFER, WRITE OR CALL:

ENERGY FEDERAL CREDIT UNION

5 Choke Cherry Road, Suite 110

Rockville, Maryland 20850

301-670-1300 or 800-223-2177

13. ATM Security

- Be aware of your surroundings when using an automatic teller machine, particularly during the hours of darkness.
- Be accompanied by another person when using an automated teller machine during the hours of darkness.
- Refrain from displaying cash, place cash in a pocket as soon as your transaction is completed, and count your cash in a secured area such as in your locked car.
- Use another automated teller machine if anything suspicious is noticed.
- Cancel your transaction and leave if anything suspicious is noticed when using an automated teller machine and immediately contact your local law enforcement.

Miscellaneous. These disclosures apply only to electronic funds transfers that are subject to the Electronic Fund Transfer Act. **WARNING:** As part of the security system for the protection of your card and PIN, we may use hidden cameras and other security devices to determine who is using a card at an ATM.