

(502) 629-3716 • Fax (502) 629-3715 • ItsEasy@LMedFCU.org

Transfer Agreement ATM CARD / VISA DEBIT CARD

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 the Louisville Medical Center Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application (Anytime Access Form) or account card (Application for Membership) 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 (checking) 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 signing an application or account card for EFT services, signing your Card, or using any EFT service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

- 1. EFT Services. If approved, you may conduct any one or more of the EFT services offered by the Credit Union.
- a. ATM. You may use your Card and PIN (Personal Identification Number) in Automated Teller Machines (ATMs) of the Credit Union, PLUS, Exchange Networks, and such other machines as the Credit Union may designate. At the present time, you may use your card to:
 - Withdraw funds from your share and share draft accounts.
 - Transfer funds from your share and share draft accounts.
 - Obtain balance information for your share and share draft accounts.

The following limitations on the frequency and amount of ATM transactions apply:

- The is no limit on the number of cash withdrawals you may make in any one day.
- You may withdraw up to a maximum of \$500.00 in any one day, if there are sufficient funds in your account.
- · For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- b. VISA Debit Card. [Share Draft (Checking) Account required.] You may use your Card to purchase goods and services from participating merchants. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN in Automated Teller Machines (ATMs) of the Credit Union, VISA, PLUS, Exchange, American Express Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:
 - Withdraw funds from your share and share draft accounts.
 - Transfer funds from your share and share draft accounts.
 - Obtain balance information for your share and share draft accounts.
 - Make Point-of-Sale (POS) transactions with your Card and PIN to purchase goods or services at merchants that accept VISA.

The following limitations on the frequency and amount of VISA Debit Card transactions may apply:

- There is no limit on the number of VISA Debit Card purchases you make per day.
- Purchase amounts are limited to the amount in your account.
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one day from an ATM machine, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

2. Transfer Limitations

None

3. Conditions of EFT Services

- 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 at 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 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. Foreign Transactions. VISA Debit purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. Dollars (USD). The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently the currency conversion rates used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percentage point (1%). The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement post-
- d. Security of Access Code. You may use one or more access codes (PINs) with your electronic funds transfers. The access code(s) issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access code(s). You agree not to disclose or otherwise make your access code(s) available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code(s), that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of the access code(s) and the Credit Union suffers a loss, we may terminate your EFT services immediately.
- e. 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 or together, shall be responsible for all EFT transactions to or from any share and share draft 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 account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint owner.

4. 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.

a. ATM Fees

- \$1.00 charge for ATM withdrawals after five (5) per month.
- Monthly card fee of \$0.75 per card issued (waived if you have a loan or VISA balance with the Credit Union.)
- Replacement card fee of \$5.00 per card.
- Non-Sufficient Funds fee of \$35.00 per item.
- \$0.40 balance inquiry fee.
- \$0.40 transfer of funds fee
- \$2.00 PIN replacement fee.

b. VISA Debit Card Fees

- \$1.00 charge for Debit Card ATM withdrawals after five (5) per month.
- Monthly card fee of \$0.75per card issued (waived if you have a loan or VISA balance with the Credit Union.)
- Replacement card fee of \$5.00 per card.
- Non-Sufficient Funds fee of \$35.00 per item.
- \$0.40 balance inquiry fee
- \$0.40 transfer of funds fee
- \$2.00 PIN replacement fee.

When using ATMs not owned by us, you may be assessed a fee or be subject to withdrawal limitations. Such fees and limitations are imposed by the ATM owner, not our Credit Union.

5. Member Liability. You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your Card or access code (PIN) or otherwise accessed your accounts without your authority. 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). If a transaction was made with your Card or Card number without your permission, and was with a VISA or Interlink transactions, you will have no liability for the transactions, unless you were grossly negligent in the handling of your account or Card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or Card, your liability for an unauthorized transaction is as follows.

If you tell us within two (2) business days you can lose no more than \$50.00 if someone used your Card without your permission. If you do NOT tell us within two (2) business days after you learn

How to report a lost or 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, call us at:

(502) 629-3716 during business hours, or

(800) 472-3272 after hours, weekends or holidays,

or write to:

Louisville Medical Center Federal Credit Union 234 East Gray street, Suite 130 Louisville, KY 40202-2907

or visit

www.LMedFCU.org

Click on the "FORMS" page, follow the directions for the LOST/STOLEN Card Report.

of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00.

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 could have stopped someone from making the transfers if you had told us in time. 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 money from your account without your permission call: (800) 472-3272.

6. Right to Receive Documentation.

- a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal or Debit Card transaction will be recorded on your periodic statement of account. 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.
- b. <u>Terminal Receipt</u>. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.
- **7. Account Information Disclosure.** We will disclose information to third parties about your account or the transfer you make:
 - · As necessary to complete transfers;
 - 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;
 - · To comply with government agency or court orders; or
 - · If you give us your written permission.
- **8. Business Days**. Our business days are Monday through Friday, excluding holidays and the Friday after Thanksgiving.

9. Credit Union Liability and Preauthorized Payments.

<u>Credit Union Liability for Failure to Make Transfers.</u>
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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction. If any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- 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 problem when you started your transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code(s), or any EFT facility for making such transfers.
- Any other exceptions as established by the Credit Union.
- 10. Notices. All notices from us will be effective when we have mailed or delivered them to your last known address in the Credit Union's records. 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.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATMs).

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM 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. 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, consider using another ATM or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- DO NOT WRITE your PIN or access code on your ATM card.
- Report all crimes to law enforcement officials immediately.

For additional tips and resources regarding privacy, security measures, and identity Theft, please visit WWW.LMedFCU.OFG and lick on PRIVACY and/or IDENTITY THEFT.

11. Billing Errors. In case of errors or questions about electronic funds transfers from your share and share draft accounts, telephone us at the following number or send a written note to the following address 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. Call us at: **(502) 629-3716**,

or write to:

Louisville Medical Center Federal Credit Union

234 East Gray Street, Suite 130 Louisville, KY 40202-1907

- Tell us your name and account number,
- Describe the electronic transfer transaction you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information, and
- Tell us the dollar amount of the suspected error.

If you tell us verbally on the phone, we may require that you send us your complaint or question in writing within ten (10) business days.

We will investigate and we will tell you the results of our investigation within ten (10) business day 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 re-credit your account within ten (10) business days [five (5) business days for VISA Debit Card purchases] 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 re-credit your account.*

We will tell you the results within three (3) business days of completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

- * If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at am ATM, we will credit our account within five (5) business days unless we determine that the circumstances on your account history warrant a delay, in which case you will receive credit within ten (10) business days.
- **12. 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 your Card and any access code(s). You must return all Cards to the Credit Union. 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 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(s) for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination will not affect your obligations under this Agreement for any EFTs made prior to termination.

- **13. Governing Law**. This Agreement is governed by the ByLaws of the Credit Union, federal laws and regulations, the laws and regulations of the Commonwealth of Kentucky and local automated clearing house (ACH) rules, as amended from time to time. Any disputes regarding this Agreement will be subject to the jurisdiction of the court of Jefferson County, Kentucky, the county in which the Credit Union is located.
- **14. Enforcement.** You are liable to us for any loss, cost or expenses 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 legal action to collect any amount due under or to enforce this Agreement, we will be entitled, subject to applicable state law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceeding, and any post judgment collection actions.

OFFICIAL NOTICE ADDRESS FOR THE CREDIT UNION

Louisville Medical Center Federal Credit Union

234 East Gray Street, Suite 130 Louisville, KY 40202-1907 (502) 629-3716 Fax (502) 629-3715



LMedFCU.org

LOST/STOLEN CARDS

To report a lot or stolen card, please call the Credit Union immediately at:

(502) 629-3716

After hours or on weekends and holidays call: (800) 472-3272

or visit

www.LMedFCU.org

Click on the "FORMS" page, and follow the directions for the LOST/STOLEN Card Report.