

## **WESTERN DIVISION FEDERAL CREDIT UNION**

6750 MAIN STREET  
WILLIAMSVILLE NY 14221-5947  
(716) 632-9328

### **ELECTRONIC FUNDS TRANSFER DISCLOSURE**

This Electronic Funds Transfer Disclosure covers your and our rights and responsibilities concerning the Electronic Funds Transfer (EFT) services offered to you by Western Division Federal Credit Union. In this Disclosure, the words “you” and “yours” mean those who sign the Membership Application as applicants, or joint owners. The words “we”, “us” and “our” mean the Credit Union. The word “account” means any one or more savings and checking accounts you have with the Credit Union unless specified. EFTs are electronically initiated transfers of money from your account through the EFT services described below. By signing the Membership Application, signing your VISA Check Card (Card) Application, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Disclosure and any amendments for the EFT services offered. If approved, you may conduct any one or more of the EFT services offered by the credit union as described below.

### **ELECTRONIC FUNDS TRANSFER SERVICES**

#### **VISA CHECK/DEBIT CARD (CARD)\***

##### **POINT OF SALE (POS) AND/OR INTERNET TRANSACTIONS (CHECKING ACCOUNT ONLY)**

You may use your Card for POS transactions/debit transactions (to purchase goods and services from participating merchants). If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. Card purchases are limited a maximum of \$1,000.00 in any one day.

##### **AUTOMATED TELLER MACHINE (SAVINGS AND/OR CHECKING ACCOUNT)**

You may use your Card and Personal Identification Number (PIN) at Automated Teller Machines (ATM) of NYCE, PLUS, STAR, ALLPOINT and other such machines and facilities the Credit Union may designate. You may withdraw up to a maximum of \$500.00 in any one (1) calendar day.

When using your Card you may be charged a fee by the ATM operator and by any national, state, or local network used in processing the transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

##### **NON-VISA PINLESS DEBIT TRANSACTIONS**

You may use your Card to initiate both VISA debit transactions and non-VISA debit transactions with or without using a PIN to authenticate the transactions.

- To initiate a VISA transaction you may sign a receipt, provide a card number or swipe your card through a POS terminal and choose ‘Credit’ to route the transaction over a VISA network.
- To initiate a non-VISA transaction, you may choose ‘Debit’ and enter a PIN at a (POS) terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-VISA PIN-less transaction.

When using NYCE or STAR with a PIN, different terms may apply and you will not be eligible for rewards accrued on transactions processed over the VISA network. In addition, certain protections and rights applicable only to VISA transactions (e.g., zero liability, will not apply to transactions processed on the NYCE or STAR networks when using a PIN). For additional information on Visa’s operating regulations, please contact VISA directly at 1-800-VISA-911.

##### **OWNERSHIP OF CARD**

Any Card which we supply to you is our property and must be returned to us, or to any person whom we authorized to act as our agent, or to any person who is authorized to honor the Card, according to the instructions. You cannot transfer your Card or account to another person. 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.

##### **FOREIGN TRANSACTIONS**

If you effect a foreign transaction with your Card, the rate of exchange between the transaction currency and the billing currency used for processing the foreign transaction will be a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date. In addition, all foreign transactions, originated outside of the United States, will be subject to a 1% Foreign Transaction Fee requiring conversion in each instance regardless if it is a multiple currency transaction, requiring conversion, or a single currency transaction, not requiring conversion. The Foreign Transaction Fee will apply to all foreign purchase, cash disbursement, and account credit transactions.

##### **SECURITY OF PIN**

The Card PIN issued to you or changed by you is for security purposes. Any PIN issued to you is confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safeguarding your PIN. You agree not to disclose or otherwise make your PIN available for anyone not authorized to sign on your accounts. You understand that any joint owner you authorize to use your PIN may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of your PIN and the Credit Union suffers a loss, we may terminate your Card immediately.

## GOVERNING LAW

The Card is governed by the By-laws of the Credit Union, federal laws and regulations, the laws and regulations of New York and local clearinghouse rules, as amended from time to time. Any disputes regarding the Card shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

## TELEPHONE BANKING; INTERNET BANKING & ON-LINE BILL PAYMENT \*

- Telephone Banking: (716) 632-9328
- Internet Banking & On-Line Bill Payment: [www.westerndivision.org](http://www.westerndivision.org)

## ACCESS

These services are generally accessible 24 hours a day, seven days a week with the exception for a reasonable period of time for system maintenance. We are not liable for failure to provide access to the services or for service interruptions due to a system failure or due to other unforeseen acts or circumstances.

## PARTICIPATION

Your initial use, or subsequent use, of any service in connection with your account(s) constitutes your acceptance and agreement to be bound by all the terms of this Disclosure and any additional terms, conditions, or disclosures that may be provided to you.

## CONFIRMATION

No written receipt is given for these service transactions; however, the information is confirmed through the service system at the time the transaction takes place and is also noted on your statement.

## ELECTRONIC CHECK CONVERSION \*

When you provide a check, you authorize the payee to either use information from your check to make a one-time EFT from your account or to process the transaction as a check. When your check is used to make an EFT, funds may be withdrawn from your account quickly, sometimes as soon as the same day the payee receives your payment. If there are insufficient funds in your account at the time the item is presented as an EFT, you will be charged a Non Sufficient Funds (NSF) Fee.

## FUNDS TO COVER TRANSACTIONS \*

If the transaction overdraws your account, you agree to make immediate payment of any negative balance, including any fees charged by the Credit Union. In the event your account is repeatedly overdrawn, the Credit Union may terminate all services under this Disclosure. You agree that you will not use your EFT services for any transaction that is illegal under applicable federal, state, or local law.

## ENFORCEMENT

In the event either party brings a legal action or to collect any overdrawn funds on accounts accessed under this Disclosure, the prevailing party shall be entitled, subject to applicable 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. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located if allowed by applicable law.

## ACCOUNT LIMITATIONS

All Savings accounts (i.e.: Savings, Money Market, Holiday Club and IRA) are limited to six (6) transfers or withdrawals per month to another one of your accounts or to a third party using preauthorized, automatic or telephonic means, or by check, draft, debit card, or similar order made by the member and payable to third parties. If you exceed these limitations, your account may be closed.

## MEMBER LIABILITY

You are responsible for all EFT transactions you authorize. If you permit someone else to use your EFT service, Card or PIN, 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 EFT service, Card or PIN or otherwise accessed your account without your authority by calling (716) 632-9328. In the event your Card is lost or stolen and you notify the Credit Union within two (2) business days after learning of the loss or theft you cannot be liable for more than \$50.00 or the amount of unauthorized transfers that occurred before the notice, whichever is less. In the event your Card is lost or stolen and you do not notify the Credit Union within two (2) business days after you learn of the loss or theft, and the Credit Union determines that, had it known, it could have prevented unauthorized transfers that occurred after those two (2) business days, you may be liable for up to \$500.00. Upon receiving your statement, if you wait longer than sixty (60) calendar days to notify the Credit Union of any unauthorized transactions, you may not recover any funds lost after that time period if the Credit Union can prove that it could have prevented the loss had it been notified.

## JOINT ACCOUNTS

If any of your accounts accessed under this Disclosure are joint accounts, all joint owners shall be bound by this Disclosure and, alone or together, shall be responsible for all EFT transactions to or from any Savings or Checking accounts as provided in

this Disclosure. Each joint 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.

### **RIGHT TO RECEIVE DOCUMENTATION**

**PERIODIC STATEMENTS** - Transfers and withdrawals made through any ATM or POS terminal, Card transactions or preauthorized EFTs will be recorded on your statement. You will receive a statement monthly unless there are no transactions. In any case, you will receive a statement at least quarterly.

**TERMINAL RECEIPT** - You will get a receipt at the time you make any transactions involving your account using an ATM, POS terminal, or Card transaction with a participating merchant.

**DIRECT DEPOSIT** - You can verify if the deposit has been made to your account by calling (716) 632-9328 through Telephone Banking or by Internet Banking.

### **ACCOUNT INFORMATION DISCLOSURE**

We will disclose information to third parties about your account or the transfers 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 written permission.

### **BUSINESS DAYS**

Business days are Monday through Friday excluding federal holidays.

### **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 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 funds in your accounts to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollectible funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit;
- If you use your Card in an incorrect manner;
- If the ATM where you are making the transaction does not have enough cash;
- If the ATM was not working properly and you knew about the problem when you started the transaction;
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction;
- If funds in your account are pledged as collateral or frozen because of a delinquent loan or restraining notice;
- If the error was caused by a system of any participating ATM network;
- If the EFT is not completed as a result of your willful or negligent use of your Card, PIN, or any EFT facility for making such transfers;
- If the telephone or computer equipment you use to conduct Telephone Banking or Internet Banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction;
- If you have On-line Bill Payment services, we can only confirm the amount, the participating merchant and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors;
- If the transfer exceeds the number established by Regulation D;
- Any other exceptions as established by the Credit Union.

### **STOP PAYMENT RIGHTS \***

If you have arranged in advance to make regular EFTs from your account, you must notify us orally, electronically, or in writing at any time up to three (3) business days before the scheduled date of the transfer. We require written confirmation of the stop payment order to be made within fourteen (14) calendar days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) calendar days after it has been made. You do not have the right to stop payment on any POS transaction or any transaction you perform at an ATM.

### **CANCELING SCHEDULED PAYMENTS ON A THIRD PARTY BILL PAYER**

You have the right to delete any scheduled payment through On-line Bill Payment. You must delete the scheduled payment before the processing date of such payment.

### **LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS**

If you order us to stop payment of a preauthorized transfer 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.

**NOTICES**

All notices from us will be effective when we have mailed them 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 Disclosure. 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) calendar days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union and any future changes to those regulations.

**BILLING ERRORS**

In case of errors or questions about EFTs from your savings or checking accounts, call us at the following number or send written notice to the following address as soon as you can. We must hear from you no later than sixty (60) calendar days after we sent you the first periodic statement on which the error appears. Call (716) 632-9328, or write to: Western Division Federal Credit Union, 6750 Main Street, Williamsville, NY 14221:

- Include your name and member number;
- Describe the EFT and explain why you believe the Credit Union has made the error or why you need additional information.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business 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 or problem promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think it is in error; so that you will have the use of the money during the time it takes us to complete our investigation. The ten (10) business day periods becomes a twenty (20) business day period if the notice of error involves an electronic fund transfer to or from the account within thirty (30) calendar days after the first deposit to the account was made. The forty-five (45) calendar day period becomes ninety (90) calendar days if the electronic fund transfer at issue was a point-of-sale (POS) debit card transaction; was a transaction initiated outside the United States, the District of Columbia or Puerto Rico; or occurred within thirty (30) calendar days after the first deposit to the account was made. 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 for any amount.

We will inform you of the results within three (3) business days of completing our investigation. If the Credit Union determines that an error did occur, we must inform you within one (1) business day after making the determination, correct the error, and notify the member that the provisional credit of funds has been made final. If the Credit Union determines that there was no error, or the error occurred in a different manner, or in a different amount than reported, the Credit Union will send you a written explanation of its findings. We will inform you that any provisionally credited funds will now be debited from your account and the effective date and amount of the debit. You may request copies of the documents that we used in our investigation.

**TERMINATION OF EFT SERVICES**

You may terminate any EFT service in this Disclosure at any time by notifying us in writing. You must return all Card(s) to the Credit Union and/or agree to notify any participating merchants that authority for transactions has been revoked. The Credit Union may notify any participating merchants making preauthorized debits or credits to any of your accounts that this EFT service has been terminated and that we will not accept any further preauthorized transaction instructions. In addition, we may terminate the acceptance of your Card or PIN or any EFT service described in this Disclosure. Whether you or the Credit Union terminates any EFT service, the termination shall not affect your obligations for any EFTs made prior to termination.

**\*FEES AND CHARGES**

There are certain fees and charges for EFT services. Please refer to our Fee Schedule for applicable fees and charges. From time to time these charges may change. We will notify you of any changes as required by law.