



EFT DISCLOSURES

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

- ATM CARD/DEBIT CARD
- ELECTRONIC SERVICES
- AUDIO RESPONSE
- ONLINE BANKING
- DIRECT DEPOSIT
- PREAUTHORIZED EFT

ATM NETWORKS STAR, CASH STATION, CIRRUS MEMBER ACCESS

obligations under this Agreement for any EFTs made prior to termination.

12. Governing Law. This Agreement is governed by the Bylaws of the METRO Federal Credit Union, federal laws and regulations, the laws and regulations of the state of Illinois and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

13. Enforcement. 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 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.

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

METRO FEDERAL CREDIT UNION
2440 E. Rand Road
Arlington Heights IL 60004
Main (847) 670-0456
Fax (847) 670-0401
Homepage: <http://www.mcu.org>
Loan Services: loanservices@mcu.org
Member Services: accountservices@mcu.org

BUSINESS HOURS

	LOBBY	
Monday-Friday		8:00am - 5:00pm
Saturday		8:00am - 1:00pm
	DRIVE-THRU	
Monday-Friday		8:00am - 5:00pm
Saturday		8:00am - 1:00pm

Revised January 1, 2011

c. Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to 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 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.

d. 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, if we do not do so, we will be liable for your losses or damages.

9. 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 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 further changes to those regulations.

10. Error Resolution Notice. In case of errors or questions about electronic funds transfers from your share and share draft accounts, telephone us at the following number and send us 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 (847) 670-0456 or write to:
METRO Federal Credit Union
2440 E. Rand Road
Arlington Heights, IL 60004

- Tell us your name and account number.
- Describe the electronic transfer 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.
- 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 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 promptly. If we need more time, however, we may take up to forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If we decide after our investigation that an error did not occur, we will deliver or mail to you and explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

11. 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. 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 for any EFT service. Whether you or the Credit Union terminates the Agreement, the termination shall not affect your

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 (847) 670-0456. This does not apply to transactions occurring outside the United States.

6. 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 of merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

6a. Regulatory Authority. If you believe that any provision of the Illinois Electronic Funds transfer act has been violated you should notify the National Credit Union Administration, Division of supervision at 4225 Naperville Road, suite 125, Lisle, Illinois 60532.

7. Business Days. Our business days are Monday through Friday, excluding holidays.

8. 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.

a. Liability for Direct or Consequential Damages.

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 or 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 the transaction.
- If circumstances beyond your 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 the 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, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- Any other exceptions as established by the Credit Union.

b. 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, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) 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) days after it has been made.

**METRO FEDERAL CREDIT UNION
ELECTRONIC FUNDS TRANSFER
AGREEMENT AND DISCLOSURE**

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 METRO Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The word "account" means any one or more share and share draft 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 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 Cash Station Card. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, ATM Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your savings or checking accounts.
- Withdraw funds from your savings or checking accounts.
- Transfer funds from your savings account to your checking accounts.
- Obtain balance information for your savings or checking accounts.
- Complete POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that have the ATM Networks network logo.

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

- There is no limit on the number of cash withdrawals you may make in any one day.
- 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
- There is \$300 maximum withdrawal amount from ATMs per day.

Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

b. Debit Card Program (Visa Check & Cash Card). You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, we will not pay the amount and may terminate all services under this Agreement, unless you have an approved overdraft protection account. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, ATM Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Make deposits to your savings or checking accounts.
- Withdraw funds from your savings or checking accounts.
- Transfer funds from your savings account to your checking accounts.
- Obtain balance information for your savings or checking accounts.

- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that have the ATM Networks network logo.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA.
- Order goods or services by mail or telephone from places that accept VISA.

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

- There is no limit on the number of Debit Card Program purchases you make per day.
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine.
- The daily limit for Visa purchases is based on your available collected balance in your checking account.
- ATM cash withdrawals and POS transactions are limited to \$500.00 per day.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- **Note for Visa Transactions:** When you have authorized a transaction for a purchase from a participating merchant, and we have accepted it, an "account hold" in the amount of your purchases will be set on your account and will reduce your account balance for eligible withdrawals. Once the actual transaction is processed the authorization hold is removed from the account.

c. Audio Response (CALL-24). If we approve the Telephone Service audio response access service for your accounts, a separate PIN (Personal identification number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Withdraw by check from your savings account.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Obtain account history information for your savings and loan accounts.
- Make loan payments from your savings and checking accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under the Telephone Service audio response service via a touch tone telephone only. Telephone service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.

d. Online Banking: If you have enrolled in Online Banking, then you have access to your accounts through a secure internet connection. An account number and Personal Identification number are used to Access real-time account information. Logging into METRO's Online Banking signifies your acceptance to the terms and conditions in this agreement. You may access your account via the Internet nearly 24 hours a day at www.mcu.org. Below is a summary of the account information and transactions which are available online.

- Withdraw by check from your savings account.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings, checking, IRA's, Club, and
- Share Certificate accounts.
- Obtain account history information for your savings and loan accounts.
- Make loan payments from your savings and checking accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share

- draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Download account and history data into a third party financial package.

The Online Banking service is available free of charge.

e. Preauthorized EFTs:

- Direct Deposit. upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share draft account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share draft account.
- Complete detail list of available options is listed in CALL-24 brochure.

2. Conditions of EFT Services.

a. Ownership of Cards. Any Card or other device which we supply to you remains our property and must be returned to us, or to any person whom we authorize 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 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. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. The access 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 codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. 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 these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

d. 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 and 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 account 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 account owner.

3. 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 Cash Station Card Fees.

- Deposits made at any automated teller machine are FREE
- \$1.00 fee for each withdrawal, transfer, and balance inquiry transaction you make using an authorized automated teller machine. (Some ATM machine operators may impose a surcharge on cash withdrawals)

- \$15.00 Annual Fee (Annual Fee waived if you have a Checking Account.)
- \$10.00 fee for replacement of each lost or stolen card and PIN
- \$30.00 fee for each insufficient fund incident (return of items that were deposited to your account or incorrect deposit.)
- \$15.00 fee for each overdraft which may occur to your account.

b. Debit Card Program Fees (Visa Check and Cash Card).

- NO transaction fees for Visa or ATM Point-of-Sale Purchases
- Deposits made at ATM machines are Free
- If you have Premier Checking (Direct Deposit Checking) you receive the first six ATM machine withdrawals FREE - Monthly
- We do not charge an Annual Fee at the present time.
- \$1.00 fee for each withdrawal, transfer, and balance inquiry transaction you make using an authorized automated teller machine. (Some ATM machine operators may impose a surcharge on cash withdrawal)
- \$10.00 fee for replacement of each lost or stolen card and PIN
- \$25.00 fee for each insufficient fund incident (return of items that were deposited to your account or incorrect deposit.
- \$10.00 fee for each overdraft which may occur to your account.
- \$65.00 Visa Debit Card Recovery/Pick up Fee

c. Audio Response (CALL-24).

There are no service charges associated with this service

d. Online Banking - Access to account information via the Internet.

There are no service charges associated with this service

4. Unauthorized Transfers - Member Liability. Tell us at once if you believe your Card or an access code has been lost or stolen. Telephoning is the best way of limiting your possible losses down. You could lose all the money in your account. If you notify us within two (2) business days, you can lose not more than \$50.00 if someone uses your Card without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, and we can prove that 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 notify us within sixty (60) days after the statement was mailed to you. You may not get back any money lost after the sixty days if we can prove that we 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 or may transfer money from your account without your permission, call (847) 670-0456 or (800) 325-3678.** or write to: METRO Federal Credit Union, 2440 E. Rand Road, Arlington Heights, IL 60004.

Protect your VISA Check and Cash Card and PIN as you would a credit card.

5. Right to Receive Documentation.

a. Periodic Statements. Transfers and withdrawals made through any ATMs, Debit Card transactions, POS purchases, audio response transactions, preauthorized EFTs you make 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.

b. Terminal Receipt. You will get a receipt the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

Continued on the reverse side