

**NORTH TONAWANDA COMMUNITY**  
**FEDERAL CREDIT UNION**  
**EFT Disclosure – 11/09**

Your Membership and Account Agreement, your Truth-in-Savings Rate and Fee Disclosure and our Privacy Policy, generally cover your rights and responsibilities concerning your account(s). In addition, this EFT Disclosure provides your rights and responsibilities concerning any transactions that are performed by electronic transfer.

**Types of Electronic Fund Transfers**

The types of electronic fund transfers that are available to you at North Tonawanda Community Federal Credit Union are listed below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

1. **Preauthorized credits.** Direct deposits to your share (savings) or share draft (checking) accounts through the automated clearing house, examples could include payroll deposits and deposits of social security benefits.
2. **Preauthorized debits.** Withdrawals from your share or share draft accounts through the automated clearing house.
3. **Audio Response Telephone Transfers.** Transactions performed on the NorTon Voice Response System. You may access your account 24 hours a day at (716) 695-1829 using a touch-tone telephone to:
  - Transfer funds between share, club, and share draft accounts.
  - Make loan payments from share, club and share draft accounts
  - Request check withdrawals from share, club or share draft accounts.
  - Obtain information regarding account balances and history on all of your accounts.
4. **MasterCard ATM Transfers.** Automated teller machine (ATM/DC) transactions including:
  - Cash withdrawals from your share or share draft accounts.
  - Deposits to your share or share draft accounts.
  - Transfers between your share and share draft accounts.
  - *See separate ATM/DC Disclosure for more details*
5. **MasterCard POS.** Point of sale (POS) purchase transactions with merchants who accept our ATM/DC cards.
  - *See separate ATM/DC Disclosure for more details*
  - Some of these services may not always be available
6. **Electronic check or draft conversion.** You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into electronic funds transfer. This may occur at the point of purchase, or when you provide you check or draft by other means such as by mail or drop box.

7. **Electronic returned check or draft charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

### **Limitations on the frequency and dollar amount of transactions**

1. Withdrawals on ATM's are limited to the lower of the amount in your account or the individual limit approved for your ATM/DC card.
2. There is no limit to the number of withdrawals or point of sales.
3. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.
4. In the event of repeated overdrafts, the Credit Union may terminate all EFT services.

### **Charges for Electronic Funds Transfers**

1. There are certain fees and charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you as required by applicable law. If you use an ATM machine, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Any ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry. The credit union may on occasion pay an EFT transaction and take a member account negative (courtesy pay) and charge a fee equal to the NSF fee (**CPay is \$30.00 per item**).
2. If your payment is returned unpaid, you authorize the NTCFCU to make a one-time electronic fund transfer from your account to collect a fee of \$30.00.
3. **Fees for Overdrawing Accounts:** Fees may be imposed on each check, draft item, ATM card withdrawal, debit card withdrawal, debit card point of purchase, reauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or payment of a check, draft or item. You may consult the Funds Availability Policy for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item, or transaction. You will be required to "Opt-In" or Opt-Out' for courtesy pay options. Please refer to the Fee Schedule for current fee information.

Fees and charges for electronic fund transfers are also disclosed in our Truth-In-Savings Rate and Fee Disclosure. The dollar amount of any fee maybe changed by the BOD.

#### MasterCard Fees:

- \$1.00 charge for withdrawal transactions after four (4) per month
- Replacement card fee of \$10.00 per card
- Non-sufficient funds **and Courtesy Pay** fees of \$30.00 **per item**

- Automated Transfer fee of \$1.00 or Manual transfer fee of \$5.00

Preauthorized EFT Fees:

- Non-sufficient funds or Courtesy Pay fee of \$30.00 **per item**
- Automated Transfer fee of \$1.00 or Manual transfer fee of \$5.00

**Foreign Transactions.** If you effect a transaction with your MasterCard in a currency other than US Dollars, MasterCard International Incorporated will convert the charge into a US dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the conversion rate used by MasterCard International to determine the transaction amount is UD dollars for such transaction is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

International Cross Border Assessments and Currency Conversion Assessments will be itemized on your periodic statement.

**Right to Receive Documentation of Transactions**

1. ATM or POS transactions. A receipt is provided at the time you perform an ATM, POS or MasterCard Debit transaction.
2. Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (716) 695-1829 to find out whether the deposit has been made.
3. Periodic Statements. If you have an electronic fund transfer on your account, you will receive a monthly statement. In any case, you will receive a quarterly statement.

**Right to Stop Payment and Notice of Varying Amounts**

1. **Right to Stop Payment.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:  
Call us at (716) 695-1829 or write us at North Tonawanda Community Federal Credit Union, 160 Ward Road, North Tonawanda, NY 14120, 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 get it to us within 14 days after your call. (We will charge \$10.00 for each stop payment order you give.)
2. **Notice of Varying Amount.** If these regular payments vary in amount, the person you are going to pay should tell you, 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.)

3. **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments 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.

**Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing the transfer,
2. 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.
3. To comply with government agency or court orders, or
4. If you give us your written permission.

**Credit Union Liability.** Liability for our failure to Make Transfers. If we do not complete a transaction 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 direct or consequential damages in the following events:

1. If, through no fault of our own, you do not have enough money in your account to make the transfer.
2. If the transaction would go over the credit limit on your overdraft line.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
5. If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
6. Your account is frozen because of a court order, or because your card or personal identification number (PIN) have been reported as lost or stolen.
7. There may be other exceptions stated in our agreement with you.

**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.

1. Tell us AT ONCE if you believe your card or 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 (plus your maximum overdraft line of credit). If you tell us within two (2) business days you can lose no more than \$50.00 if someone used your card or PIN without your permission.

2. If you do NOT tell us with two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.00.
3. 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.
4. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.
5. If you believe your card, account number or PIN has been lost or stolen or that someone has transferred or may transfer money from your account with your permission call:

MasterCard at (800) 528-2273                      The Credit Union at (716) 695-1829  
Or write to:    North Tonawanda Community Federal Credit Union,  
                          **160 Ward Road**, North Tonawanda, NY 14120

**Business Days.** Our business days are Monday, Tuesday and Friday 9:00 am to 5:00 pm, Wednesdays 9:00 am to 1:00 pm and Thursdays 9:00 am to 6:00 pm, excluding federal holidays.

**Error Resolution.** In case of errors or questions about your electronic transfers, call (716) 695-1829 or write North Tonawanda Community Federal Credit Union, 160 Ward Road, North Tonawanda, NY 14120. 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 sixty (60) days after we went the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number
2. 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.
3. Tell us the dollar amount of the suspected error.
4. 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 (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) 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) (90 days if the involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this we will recredit your account within 10 business days (20 business days if the involved a point-of-sale transaction or a foreign initiated transfer) 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 questions in writing and we do not receive it within 10 business days, we may not recredit your account.

If we decide there is no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.