

## ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT

This Electronic Funds Transfer Disclosure and Agreement (this “**Disclosure**”) explains the rules that govern electronic account services that we provide to consumer accounts used for personal, family, and household purposes. In this Disclosure, the plural form of a word also means the singular, and vice versa. “**You,**” “**your,**” or “**yours**” means everyone who signs any application or agreement for an account or an account service with us, or who is authorized to make transactions regarding your account as provided in this Disclosure or by governing law. “**Credit Union,**” “**we,**” “**us,**” “**our,**” or “**ourselves**” means the Credit Union providing this Disclosure to you.

Please read this Disclosure carefully and keep a copy in a safe and convenient place. We recommend this because this Disclosure describes your rights and obligations for the electronic funds transfers we offer, or may offer in the future, including (but not limited to): automated teller machine (“**ATM**”) transfers; transfers sent via automated clearing house (“**ACH**”); transfers initiated by telephone; transfers resulting from debit card transactions (whether or not initiated through an electronic terminal); payments made by a bill payer under a bill payment service (unless made solely by check, draft or similar paper instrument); and transfers via online banking (including mobile banking).

### TYPES OF ELECTRONIC FUNDS TRANSFERS

**Electronic Funds Transfers that you Authorize:** You may authorize a third party to initiate an electronic funds transfer to debit or credit your account, either on a one-time basis or on a recurring basis. To initiate such a transfer, you must provide the third party with your account number and Credit Union information. You should provide your account information to trusted third parties only. These transfers may use ACH or other payment networks. Examples of these transfers include (but are not limited to):

- Preauthorized Credits - You may arrange for certain direct deposits to be accepted into your Credit Union account(s).
- Preauthorized Payments – You may make recurring payments from your Credit Union account(s)

Please refer to the “Limitations” section of this Disclosure for additional information about certain frequency and dollar amount limitations on electronic funds transfers.

**Audio Response Unit:** You may access your account through “Phone Teller,” our telephone transaction system, which is an “audio response unit” (“**ARU**”), by using your account number, your authorization code in the form of a personal identification number (a “**PIN**”), and a touch-tone phone. You may use the ARU to:

- Transfer funds between accounts;
- Transfer funds from your line of credit to your account;
- Make payments from your checking or savings account to your loan accounts with us; and
- Obtain information about your account or loan (e.g., balances, deposits, withdrawals, or transaction history).

Please refer to the “Limitations” section of this Disclosure for additional information about certain frequency and dollar amount limitations on electronic funds transfers.

**Online Banking (including Mobile Banking):** You may access your account via the Internet using an electronic access device, such as a computer or mobile device and by entering your username and your password (“**Online Banking**”). In order to use our Online Banking service, we may require you to accept additional agreements and disclosures, to select a new password, and to respond to one or more challenge questions. You may use Online Banking to:

- Transfer funds between accounts;
- Transfer funds to or from your accounts outside the Credit Union;(not available on accounts with a New Beginnings checking sub-account or accounts opened 90 calendar days or less);
- Obtain information about your account(e.g., balances, deposits, withdrawals, or transaction history).

Please refer to the “Limitations” section of this Disclosure for additional information about certain frequency and dollar amount limitations on electronic funds transfers.

**ATM Transactions:** You may access your account using your ATM card and PIN to:

- Make deposits to your accounts associated with your card;
- Make cash withdrawals from your accounts associated with your card;
- Make transfers between accounts associated with your card; and
- Obtain balance information on accounts associated with your card

Some of these services may not be available at all ATM terminals.

Please refer to the “Limitations” section of this Disclosure for additional information about certain frequency and dollar amount limitations on electronic funds transfers.

### LIMITATIONS

**Daily Limits:** We have imposed daily limits on the total dollar amounts for transactions through our ARU, ATMs and Online Banking. You may call us at 800.256.5626 or 918.610.0200 for more information on these daily limits. You may withdraw the maximum of the daily dollar amounts, or your account balance, whichever is less.

### FEES

Unless stated otherwise in this Disclosure or in the Fee Schedule, we do not charge a fee for an electronic fund transfer.

**Replacement Fee:** We may charge you a fee to issue a replacement ATM card in accordance with the Fee Schedule.

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**Notice of ATM Fees Charged by Others:** If you use an ATM that we do not own, the owner of that ATM, or the network that processes your transaction, or both, may charge you a fee. Any such fee, which is generally called a "surcharge," is not a fee that we charge you; however, we are authorized to pay any such surcharge from your account. Any such surcharge is in addition to any fees that we may charge you, as disclosed in the Fee Schedule.

### RIGHT TO DOCUMENTATION

**Terminal Transactions:** You can obtain a receipt at the time you make any transfer to or from your account using any ATM or POS terminal. However, you may not obtain a receipt if the ATM or POS terminal transaction is \$15.00 or less.

**Preauthorized Credit:** 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 or write us at the telephone number or address listed in this Disclosure to find out whether any such deposit has been made.

**Periodic Statements:** We will send you a monthly statement that details your transaction history unless there are no transfers in a particular month. In any case, we will send you a statement at least quarterly.

### STOPPING A PREAUTHORIZED PAYMENT

If you have told us in advance to make regular payments from your account, or you have authorized someone to debit your account through the ACH system, you can stop any of these payments. You may stop a preauthorized payment by contacting us by telephone at 800.256.5626 or 918.610.0200, or by writing to us at P.O. Box 267, Tulsa, Oklahoma 74101-0267. You must contact us 3 business days or more before the scheduled payment date. If you telephone us, we may require you to confirm your request in writing and that we receive it within 14 days after you call. We are not obligated to honor a stop payment request that does not contain the identifying information that we request. You must notify the payee that you have withdrawn your authorization for the repeated electronic payments.

**Notice of Varying Amount:** If your preauthorized recurring payments vary in amount, the person you are going to pay will notify you, 10 days before each payment, when the payment will be made and how much it will be. You may choose instead to receive a 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.

**Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop payment in the required time and you have provided us with the information we have requested, and we do not do so, we will be liable for your losses or damages that are directly caused by our failure to stop payment.

**Fees:** We may charge you a fee for each stop payment order you give as disclosed in the Fee Schedule.

### STOPPING PAYMENT ON OTHER TRANSFERS

If you have authorized a non-recurring (one-time) transfer from your account by telephone or via the Internet by providing information about your account number at the Credit Union or if you believe a check you issued on your personal account at the Credit Union has been converted to an electronic funds transfer, you may also stop payment by providing us the identifying information we request at 800.256.5626 or 918.610.0200, within a reasonable time before the transfer is completed.

**Fees:** We may charge you a fee for each stop payment order you give as disclosed in the Fee Schedule.

### LIABILITY FOR FAILURE TO MAKE A TRANSACTION

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 may be liable for your direct losses or damages. However, there are some situations in which we will not be liable to you, including (but not limited to) the following:

- You do not have enough money in your account to make the transaction through no fault of ours;
- The transaction exceeds the amount in your account and the available portion of the credit limit of your overdraft protection plan;
- There is insufficient cash in the ATM at which you attempted the transaction;
- You had reason to know that the ATM terminal or other system was not working properly when you started the transaction; or
- Despite our reasonable precautions, the transaction was prevented by circumstances beyond our control (e.g., fire, flood or electrical failure).

### INFORMATION DISCLOSURE

We may disclose information to third parties about your account or the transactions you make: (a) when it is necessary for completing transactions; (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (c) in order to comply with government agency or court orders; and (d) as explained in the separate Privacy Policy Disclosure; or (e) if you give us your written permission.

### BUSINESS DAY DISCLOSURE

Our business days are Mondays through Fridays, and do not include holidays.

### IN CASE OF ERRORS OR QUESTIONS ABOUT TRANSACTIONS

If you believe there is an error concerning, or if you have questions about, your electronic funds transfers, contact us as soon as possible. You may telephone us at 800.256.5626 or 918.610.0200, or you may write to us at P.O. Box 267, Tulsa, Oklahoma 74101-0267. We must hear from you no later than 60 days after we sent the first statement on which the problem appears. You should provide the following information: (a) your name and account number; and (b) a description of the transfer you are questioning, including the type, date, and amount of the transfer, and an explanation of why you believe it is an error or why you need more information.

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If you notify us orally, we may require that you send us your complaint or question in writing within 10 business days. We will notify you of the results of our investigation within 10 business days after we hear from you and we will promptly correct any error that we find. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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. We will notify you of the results within 3 business days after we complete our investigation. If we decide that there was no error, we will send you a written explanation and we will reverse any related "provisional" credit we previously made to your account. You may ask for copies of the documents that we used in our investigation.

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe your card, your PIN, or both, have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us immediately is the best way to minimize your possible losses. You could lose all the money in your account (plus your maximum overdraft limit). If you notify us within 2 business days after you learn of the loss or theft of your card, or PIN, or both, you can lose no more than \$50.00 if someone used your card, or PIN, or both without your permission.

If you do NOT notify us within 2 business days after you learn of the loss or theft of your card, PIN, or both, and we can prove that we could have stopped someone from using them without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows unauthorized transfers, including transfers by card, PIN, or other means, notify us at once. If you do not notify us within 60 days after we mail the statement to you, we may not reimburse you for 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. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

**Contact information in the event of unauthorized transfer:** If you believe your card, PIN, or both, have been lost or stolen, call us at 800.256.5626 or 918.610.0200 during business hours or write to us at P.O. Box 267, Tulsa, Oklahoma 74101-0267. If you believe your ATM card has been lost or stolen and it is after our business hours call 800.791.2525.

You should also call us at 800.256.5626 or 918.610.0200, or write to us at P.O. Box 267, Tulsa, Oklahoma 74101-0267, if you believe a transfer has been made using the information from your account without your permission.