

# Share Account Disclosure

*Electronic Transfers*



*All You Need Is Us!*

# ELECTRONIC FUND TRANSFERS

## YOUR RIGHTS AND RESPONSIBILITIES

Collins Community Credit Union (CCCU) offers the types of Electronic Fund Transfers listed below, some of which may not apply to your account. Please read this disclosure carefully to learn your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- ◆ **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or share savings account(s).
- ◆ **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking account(s).
- ◆ **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- ◆ **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**Audio Response Telephone System (ARTS) Telephone Transfers** - You may access your account by telephone 24 hours a day at (319) 393-4433 (local) or 1-800-592-2787 (long distance) using a touch tone phone, your account number, and your personal identification number, to:

- ◆ transfer funds between checking, share savings, and line of credit
- ◆ make payments from checking or share savings to loan accounts with us
- ◆ get information about account balance(s) and history of checking, savings, and loans

**ATM Transfers** - You may access your account(s) at an ATM using your ATM Card and personal identification number or Debit Card and personal identification number:

**ATM Card:**

- ◆ make deposits to share savings account(s)
- ◆ get cash withdrawals from share savings account(s)
  - initial withdrawal limits will be disclosed in writing at card issuance
- ◆ get information about the account balance of share savings account(s)

**Debit Card** - (all accounts except Take2):

- ◆ make deposits to checking or share savings account(s)
- ◆ get cash withdrawals from checking or share savings account(s)
  - initial withdrawal limits will be disclosed in writing at card issuance
- ◆ transfer funds between your checking and share savings account(s)
- ◆ get information about the account balance of your checking or share savings account(s)

**Take2 Account Debit Card:**

- ◆ get cash withdrawals from checking or share savings account(s)
  - initial withdrawal limits will be disclosed in writing at card issuance
- ◆ transfer funds between your checking and share savings account(s)
- ◆ get information about the account balance of your Take2 Checking Account

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

All ATM deposits are subject to validation and verification before the funds will be credited to the account. This includes deposits made at credit union owned machines as well as non credit union owned machines.

For security reasons, there are limits on the number of transfers you can make by ATM.

You may make unlimited withdrawals at CCCU-owned ATM machines.

**Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your debit card:

- Non-Verified PIN -
  - ◆ transaction limits will be disclosed in writing at card issuance
- Verified PIN -
  - ◆ transaction limits will be disclosed in writing at card issuance
- Aggregate -
  - ◆ transaction limits will be disclosed in writing at card issuance

**Currency Conversion and International Transactions.** When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used

to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: PULSE and Accel™ Networks (© 2013 Fiserv, Inc. or its affiliates. Accel and the Accel logo are trademarks of Fiserv, Inc.)

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**CU ONLINE<sup>SM</sup> Computer Transfers** - You may access your account(s) by computer using your user ID and password, to:

- ◆ transfer funds between checking, share savings, and line of credit
- ◆ make payments from checking accounts with CU ONLINE<sup>SM</sup> BILL PAY
- ◆ make payments from checking or share savings to loan accounts with us
- ◆ get information about account balance(s) and history of checking, savings, and loans

If there is no activity on CU ONLINE for a period of one year (12 consecutive months), this service will be discontinued.

If there is no activity on BILL PAY for a period of 90 days, this service will be discontinued.

**Health Savings Accounts (HSA).** We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA - for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA. Transactions on this account will be limited, when possible, as directed by the Internal Revenue Service.

### FEES

- ◆ We do not charge for direct deposits to any type of account.
- ◆ We do not charge for preauthorized payments from any type of account. (subject to the six withdrawal limitation for savings accounts)
- ◆ **Seven (7) FREE PIN-based transactions (including withdrawals, balance inquiries, and transfers)** at non CCCU-owned ATM machines. There is a charge per transaction (including withdrawals, balance inquiries, and transfers) in excess of **seven (7)** per month as listed on the Fee Schedule.
- ◆ We may charge a fee for the replacement of a card based on several factors. See the Current Fee Schedule for the card replacement fee.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

If your payment is returned unpaid, you authorize the credit union to make a one-time electronic fund transfer from your account to collect a fee as disclosed on the Fee Schedule.

#### DOCUMENTATION

**Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can also call us at (319) 393-9000 to find out whether or not the deposit has been made.

**Periodic statements.**

- ◆ For all share accounts, any electronic activity will generate a monthly statement.
- ◆ For all checking accounts, any activity will generate a monthly statement.
- ◆ Otherwise, statements will be generated on a quarterly basis.

#### PREAUTHORIZED PAYMENTS

**Right to stop payment and procedure for doing so.** 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 or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you a fee\* for each stop-payment order you give.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will 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.)

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 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.

#### FINANCIAL INSTITUTION'S LIABILITY

**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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (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 transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions or limitations on our liability.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure. You may opt out of the credit union disclosing this information as allowed by the privacy disclosure.

#### UNAUTHORIZED TRANSFERS

**Your duty to report unauthorized transfers.** You agree to examine your receipts and statements with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized transfers, you must promptly notify us of the relevant facts. If you fail to do either of these duties, your liability for unauthorized transfers will increase.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized transfers within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement.

**Liability for unauthorized transfers.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. 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 2 business days after you learn of

the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, or notification of statement availability through email address provided, 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.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Additional Limit on Liability for Debit Card.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

#### COLLINS COMMUNITY CREDIT UNION

##### CARD SERVICES

1150 42ND STREET N.E.  
CEDAR RAPIDS, IOWA 52402

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: (319) 393-9000

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST REGARDING THE  
TRANSACTIONS PROCESSED ON YOUR ACCOUNT AND INFORMATION  
PRESENTED TO THE CREDIT UNION

\*Denotes State of Iowa and local taxes will apply to this fee.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, 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 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (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.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. For purposes of these disclosures, our business days are (Monday through Friday) excluding federal holidays.

We will determine whether an error occurred within 10 business days (5 business days for Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

#### ADDITIONAL TERMS FOR BUSINESS ACCOUNTS

**Business Card Purpose.** You and any cardholder agree that each ATM or Debit Card is for use by business owners and employees. The ATM or Debit Card can be used for business purpose point-of-sale and ATM Transactions only. The ATM or Debit Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer and under the provisions of state and federal law. You agree to provide written instructions to all cardholders that the ATM or Debit Card shall not be used for consumer purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

**Unauthorized Transfers - Additional Risk Associated with use of Business Purpose Cards.** You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your ATM or Debit Card. This means your liability for unauthorized use of your ATM or Debit Card could be greater than the liability in a consumer debit card transaction. You accept and

understand the additional risk and greater measure of liability associated with the use of business purpose cards as described in this disclosure.

**Overdraft Protection.** If your account has an overdraft protection feature, unless otherwise agreed in writing, ATM or Debit Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature. Your overdraft protection feature will be documented on a separate disclosure. You should be familiar with that document as some of the terms may vary from the terms of this agreement.

**COLLINS COMMUNITY  
CREDIT UNION**  
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