

# Athol Credit Union

## Initial Disclosure of Terms and Conditions of Electronic Fund Transfer Services

The following disclosure of terms and conditions relating to your electronic fund transfer service with this institution is provided to you in accordance with the requirements of Federal and State Law. You should read this notice carefully to understand all of the terms and conditions which govern your electronic fund transfer service.

**Contact in Event of Unauthorized Transfer.** If you believe your code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (888) 978-2224 during our business hours or write to us at:

**Athol Credit Union  
P.O. Box 389  
Athol, MA. 01331**

**Business Days.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

## TRANSFER TYPES AND LIMITATIONS

### 1. Account Access.

The electronic fund transfer services that are available to you when you open certain accounts with us are as follows:

- (a) Have direct deposits made to your account at least once every 60 days from the same person or entity;
- (b) Withdraw cash from your statement account;
- (c) Make deposits to your statement account;
- (d) Transfer funds from your statement account(s) to another account in this institution;
- (e) Authorize the transfer of funds from your statement account(s) for the purpose of paying your bills through your home computer;
- (f) Direct deposit of Federal Government payroll, disability, veteran's benefits, Social Security and such other Federal Government payments that you may receive and that may be deposited to your savings account, when available.
- (g) Direct deposit of your paycheck to your savings account, provided that your employer offers direct deposit and you complete any forms required by your employer.
- (h) Transfer funds between your Athol Credit Union accounts and between your Athol Credit Union accounts and the checking accounts at other financial institutions that are lined to your Athol Credit Union accounts ("linked accounts") via the Internet.
- (i) Any other deposit to your savings account which is handled electronically, such as an automated clearing house transaction.

Some of these services may not be available at all terminals or available in conjunction with all accounts. You may have chosen to limit access by electronic means to one or more of your accounts.

### 2. Fees.

Refer to our regularly published schedule of service charges for the applicable fees which you may be charged.

- (a) **Per Transfer Charge.** We may charge you for each transfer you make using our electronic fund transfer services as per our most recently published schedule of charges.
- (b) **Account Maintenance.** We may charge you a fee each month to maintain your account(s) with us, if you fail to maintain the required monthly balance amount per our most recently published schedule of service charges.
- (c) **Interest.** We pay interest on accounts accessed by these services per our regularly published schedule of interest rates.

### 3. Confidentiality.

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

- (a) Where it is necessary for completing transfers, or
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (c) In order to comply with a government agency or court orders, or
- (d) Where it is necessary for legal, collection, accounting, or auditing purposes, or
- (e) If you give us your written permission.

### 4. Documentation.

- (a) **Preauthorized Credits.** If you 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 call us during our business hours at (866) 305-9888 to find out whether or not the deposit has been made.
- (b) **Periodic Statement.** You will get a monthly account statement, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.
- (c) **Documentation as Evidence.** Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima-facie proof that such transfer was made.
- (d) **Automated Clearing House.** In the event that any transaction related to your account(s) utilizes the services of an automated clearing house, you agree to be bound by the rules of such automated clearing house or any association to which it belongs. These rules may provide, among other things, that payments made to you, or originated by you, will be provisional until final settlement is made through a Federal Reserve Bank or payment of the same is otherwise finally made as provided in Article 4A-403(a) of the Uniform Commercial Code. In the event that any amount is credited to your account(s) and we do not receive final payment with respect to the same, we shall be entitled to a refund from you on the amount so credited to your account(s).

### 10. Financial Institution's Liability.

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;

- (a) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (b) If the transfer would go over the credit limit on your overdraft line.
- (c) If the terminal or system was not properly working and you knew about the breakdown when you started the transfer.
- (d) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

- (e) If the automated teller machine where you are making the transfer does not have enough cash.
- (f) If the funds are subject to legal process or other encumbrance restricting such transfer.
- (g) There may be other exceptions stated in our agreement with you.

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

**UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

In Case of Errors or Questions About Your Electronic Transfers. Telephone us during normal business hours, or write to us 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 you 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 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.

We will determine whether an error occurred within 10 calendar days after we hear from you and will correct any error promptly. 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 recredit your account within 10 calendar 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 recredit your account.

We will tell you the results within 3 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.