



**NONE SUFFER LACK  
FEDERAL CREDIT UNION**  
*Christ centered...Member focused!*

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**Electronic Fund Transfer – Regulation “E” Disclosure  
ATM / Debit Card & Online Banking-Bill Payer**

This Electronic Funds Transfer Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by None Suffer Lack Federal 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 words **we**, **us**, and **our** mean the credit union. The word **account** means any one or more share/savings, share draft/checking 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 EFT services offered.

**EFT SERVICES** – If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

- a. **ATM** - If approved, you may use your card and personal identification number (PIN) in automated teller machines Star, NYCE, Visa, and Co-Op networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may use your card to:

- Withdraw funds from your share/savings, share draft/checking accounts
- Transfer funds from your share/savings, share draft/checking accounts
- Obtain balance information for your share/savings, share draft/checking
- Make point of sale (POS) transactions from your share/savings, share draft/checking, with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry Star, NYCE, Visa, and Co-Op network logo(s).

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
- You may withdraw up to the available balance in your account per day
- You may make unlimited POS transactions per day
- You may purchase up to the available balance in your account from POS terminals per day
- You may transfer up to the available balance in your accounts at the time of the transfer

- b. **Visa Check Card** You may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card member security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your purchases will be deducted from your share draft/checking account. \

For other types of transaction, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and PIN (Personal Identification Number) in automated teller machines Star, NYCE, Co-Op, and Interlink networks, and such other machines or facilities as the Credit Union designate. In addition, you may use your card without a PIN for certain transactions on the Visa and Star networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa networks. To initiate a Visa Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point of sale (POS) terminal and choose to route the transaction over a Visa network. Please refer to member Liability section of this Agreement for terms and conditions. At the present time you may use your card to:

- Withdraw funds from your share/saving, share draft/checking accounts
- Transfer funds from your share/savings, share draft/checking accounts
- Obtain balance information for your share/savings, share draft/checking accounts
- Make point of sale transactions, from checking, with your card and personal identification number(PIN) 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 Visa Check Card transactions may apply:

- There is no limit on the number of Visa Check Card purchases made per day
- You may purchase up to the available balance in your account per day
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM
- You may withdraw up to the available balance in your account per day from an ATM
- You make unlimited POS transactions per day
- You may purchase up to the available balance in your account per day from POS terminals per day
- You may transfer up to the available balance in your accounts at the time of the transfer

**c. Preauthorized EFT's**

- **Direct Deposit** - Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institution, the credit union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share/savings and/or share draft/checking account.
- **Preauthorized Debits** - Upon instruction, we will pay certain recurring transactions from your share/savings and/or share draft/checking. See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights** - If you have arranged in advance to make 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 the Credit Union orally or in writing at anytime up to (3) three business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within (14) fourteen days of any oral notification, If you do not receive the written confirmation, the oral stop payment shall cease to be binding fourteen (14) days after it has been made. There will be a charge for each stop payment request. A stop payment request for preauthorized Electronic Funds Transfers will apply to all subsequent transfers, unless you withdraw the request.
- **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.
- **Liability for Failure to Stop payment or Preauthorized Transfers** - If you order the credit union to stop payment of a preauthorized transfer three (30) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**d. Electronic Check Conversion/Electronic Returned Check Fees** - If you pay for purchases or bills with a check or share draft you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check or draft fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**e. Online/PC EFT's** - If we approve online banking for your accounts, a user ID and temporary password will be assigned to you. You must use your user ID and password to access your account. At the present time, you may use online banking to:

- Transfer funds from your share/savings, share draft/checking
- Make loan payments from your share/savings, share draft/checking accounts
- Obtain balance information for your share/savings, share draft/checking, or loan accounts
- Make bill payments to preauthorized creditors
- Obtain past history information for share/savings, share draft/checking, and loan accounts
- Obtain an account statement

Your accounts can be accessed under Online banking via personal computer or mobile phone. Online Banking will be available for your convenience twenty-four (24) hours a day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceeds a credit limit, lowers an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will be discontinued if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- There is no limit to the number of inquiries, transfers, or withdrawals request you may make in any one day.
- See Section 2 for transfer limitations that may apply to these transactions

**f. Bill Payer** - We will process bill payment transfer request via our third party vendor IPAY. We will withdraw the designated funds from your share draft/checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time

for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. There is no limit on the number of bill payments per month. An inactivity fee will be charged to your share draft/checking account if no bill payments are scheduled for a period three months or more. See fee schedule for current bill payer inactivity fee.

**2. Transfer Limitations** - For all share/savings accounts you may make no more than three (3) transfer and withdrawals from your account to another of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. Next generation, budget in advance, and college fund account only allow one transfer per month. If you exceed these limitation, your account may be subject to an excessive withdrawal fee or be closed. See schedule of fees for excessive withdrawal fees.

### **3. Conditions of EFT Service**

**a. Ownership of Cards** - Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized 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. Foreign Transactions - Visa** - Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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 exchange rate used in the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completed on your account outside the U.S., Puerto Rico, or the US Virgin islands.

**e. 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/savings, share draft/checking, or loan accounts as provided in this agreement. Each joint account owner, without 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 owner is authorized to act for the other owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. Fees and Charges** - There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you as required by applicable law. If you use an ATM not operated by us, 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 fund transfer).The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**5. 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.

**TELL US AT ONCE** if you believe your card has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. 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 a transaction was made with your card or card number without your permission, and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows:

If you tell us within two (2) business days you can lose no more than \$50 if someone used 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 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, including those made by card or other mean **TELL US AT ONCE** If you do not tell us within sixty (60) days after the statement was delivered to you, you may not get back any money lost after the sixty (60) 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: 301-899-0300 ext 222

1-888-241-2510 after hours to cancel Debit card

Or write to:

None Suffer Lack FCU  
4710 Auth Place, Suite G-1  
Suitland, MD 20746  
Office: 301-899-0300  
Fax: 301-899-0305  
Email address: [nslfcu@fthcm.org](mailto:nslfcu@fthcm.org)

You should also call the number or write to the address above if you believe a transfer has been made using the information from your share draft/checking account without your permission.

## **6. Right to Receive Documentation**

**a. Periodic Statements** - Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFT's or online/PC transactions you make will be recorded on your periodic statement. You will receive a statement monthly unless there are no transactions in a particular month. In any cases, you will receive a statement at least quarterly.

**b. Terminal Receipt** - You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point of sale (POS) terminal.

**c. Direct Deposit** - If you arrange 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 301-899-0300 ext 222. This does not apply to transactions occurring outside the United States.

**7. Account Information Disclosure** - We will disclose information to third parties about your account or transfers you make:

- As necessary to complete transfer
- 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
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s)
- To comply with government agency or court orders; or
- If you give us your written permission

**8. Business Days** - Our business days are Monday through Friday, excluding holidays

**9. 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 losses or damages. However, we will not be liable for direct or consequential damages in the following events;

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 pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.

- If you used your card 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 our control (such as fire, flood, or power failure) prevent the transaction
- If money in your account is subject to legal process or other claim
- If 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 or any EFT facility for making such transfers

- If the telephone facility or computer equipment you use to conduct electronic/PC terminal 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

**10 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 thirty (30) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations

The following information is a list of safety precautions regarding the use of ATMs or night deposit facility used after dark.

- Be aware of your surroundings, particularly at night
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- 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. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- 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 facility or come 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 down your personal identification number (PIN) on your Debit card
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available telephone.

**11. Billing Errors** – In case of errors or questions about electronic funds transfers from your share/savings and share draft/checking accounts or if you need information about a transfer on the statement or receipt, telephone us at the following number, email us, or send us a written notice 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 error appears. Call us at:

301-899-0300 ext 222 during normal business hours

**Or write to:**

None Suffer Lack FCU  
 4710 Auth Place Suite G-1  
 Suitland, MD 20746  
 Office: 301-899-0300  
 Fax 301-899-0305  
[www.nslfcu.org](http://www.nslfcu.org)

- 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 (10) business days. We will determine whether an error has occurred 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)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have 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 ten (10) business days we may not credit your account.

We will tell you the results within three (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.

*\*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.*

*\*\*If you give notice of an error within thirty (30) days after the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the US its possessions and territories, we will have ninety (90) days instead of forty-five days to investigate.*

**Note:** If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

**12. 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 the use of your card. 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 update our system not to accept your card for any EFT services. Whether you or the Credit Union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transactions made prior to termination.

**13. Governing Law** – This agreement is governed by the bylaws of the Credit Union, federal laws, and regulations, the laws and regulations of the state of Maryland 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.

**14. Enforcement** – You are liable to us for any losses, costs, or expenses we incur resulting from failure to follow this agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.