

## OUR 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 the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine (ATM) 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 we have taken.
- (6) There may be other exceptions in our agreement with you.

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- (1) where it is necessary for completing transfers;
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

## MEMBER LIABILITY

Notify us AT ONCE if you believe your card 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. Telephoning is the best way of keeping your possible losses down. Phone 715-284-5333 or 1-800-258-0023 during regular business hours or you could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction is made with your card or card number without your permission, and is 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. Your liability for unauthorized use of your card or account will be determined under the following paragraphs for transactions that are not VISA or Interlink transactions, for transactions at ATMs, or if you were grossly negligent in the handling of your account of card.

If you tell us within two business days, you can lose no more than \$50 if someone used your card without permission. If you do NOT tell us within two 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. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

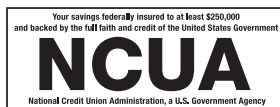
If you believe your card and/or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or you believe a transfer has been made using the information from your check without your permission, call or write us at the telephone number or address listed in this disclosure. We may require a written statement regarding the claim of unauthorized use for these liability limits to apply.

## ERROR RESOLUTION

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 on 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. We will tell you the results of our investigation within 10 business days (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, point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days (20 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 the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) 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 re-credit your account. If we decide that there was 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.



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**CO-OP CREDIT UNION  
BOOKKEEPING  
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BLACK RIVER FALLS, WISCONSIN 54615  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: (715) 284-5333  
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MORE DETAILED INFORMATION IS  
AVAILABLE ON REQUEST  
www.coopcu.com**

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# **ELECTRONIC FUND TRANSFERS (EFT) DISCLOSURE YOUR RIGHTS AND RESPONSIBILITIES**

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The Electronic Fund Transfers we are capable of handling are included 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.

**Direct Deposits** – You may make arrangements for certain direct deposits to be accepted into your share draft checking or savings account(s).

**Preauthorized Withdrawals** – You may, if the capability exists, make arrangements to pay certain recurring bills from your share draft checking account(s).

**CCU Talk and CCU Online** – You may access your account by telephone using your account number and your social security number, or by personal computer with internet access using your account number, social security number, e-mail address, first and last name and date of birth to register:

- transfer funds from share draft checking to savings
- transfer funds from savings to share draft checking
- transfer funds from line of credit to share draft checking
- make payments from savings to loan accounts with us
- transfer to other base account numbers
- get information about:
  - balance of share draft checking, savings and loan account(s)
  - share draft checking, savings and loan account histories
  - check images.
- sign up for e-statements, bill pay, including person-to-person payments, or CCU Mobile

You will need to use certain types of computers, obtain an internet account, and use compliant browser software to use CCU Online. The installation, maintenance, and operation of those items are your responsibility. We are not responsible for any errors or failures of your computer equipment or internet connection software. CCU Online can be used any time, 24 hours a day; however, certain system maintenance or malfunctions may make it unavailable at times.

\* PIN numbers or passwords allow CCU Talk and CCU Online access to all accounts (suffixes) under a base account number. If there are any singly-owned accounts under that base number, the primary (1st name on the account) owner should direct the credit union to establish a separate base number for the singly-owned accounts.

**Personal Identification Number (PIN) /Password** – A PIN is used for your protection. You agree to:

- (1) Not disclose the PIN or otherwise make it available to anyone else.
- (2) Use the PIN as instructed.
- (3) Promptly notify Co-op Credit Union of any loss or theft of the PIN.
- (4) Be liable for the PIN and for its authorized use as described in this disclosure.

**PIN Selection** – You may select your own CCU Talk PIN. The PIN must be four digits. For your security, your PIN should not be any part of your social security number, address, birthdate, telephone number, or other numbers which could be easily deciphered by another person. You may securely change your PIN at any time through the CCU Talk system. We reserve the right to limit or cancel the CCU Talk access we offer you. Please also see **Limitations on Frequency of Transfers** section regarding limitations that apply to telephone and online transfers.

**Password Selection** – You may select your own CCU Online and CCU Mobile password. Password must be between eight and 20 characters and be a combination of alpha, numeric, and special characters. The password must have a minimum of 2 alphabetic, mix case characters, 2 numeric characters and have no special characters. For your security, your password should not be any part of your social security number, address, birthdate, telephone number, or other numbers which could be easily deciphered by another person. You may securely change your password at any time through the CCU Online system. We reserve the right to limit or cancel the CCU Online or CCU Mobile access we offer you. Please also see **Limitations on Frequency of Transfers** section regarding limitations that apply to telephone and online transfers.

## **DEBIT/ATM CARD**

**Types of Transfers – ATM** – You may access your account(s) at an ATM using your Debit/ATM card and PIN, to:

- make deposits to share draft checking and savings account(s)
- get cash withdrawals from share draft checking and savings account(s)

Some of these services may not be available at all terminals. The Debit/ATM card issued by us may be used at ATMs honoring Pulse, Cirrus, Accel Exchange, or Plus. The Debit/ATM card may also be used at ATMs honoring VISA. The Debit/ATM card may also be used at Pulse Pay retail store terminals.

**Types of Debit Card Transactions** – Your Debit/ATM card can also be used as a VISA debit card. It accesses your share draft 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 you can do with a credit card (that a participating merchant will accept with a credit card).

Each time your card is properly used, you authorize us to debit (or credit, if appropriate) your share draft checking account for the total amount shown on any sales draft, withdrawal order or credit voucher originated by the use of your card, whether or not signed by you, and we are permitted to handle such sales drafts, orders, and vouchers in the same way we handle share drafts drawn on your account.

If you have KWIK-CASH overdraft protection with your share draft checking account, and your use of the Debit/ATM card causes that account to overdraft, you are, in effect, requesting a KWIK-CASH loan advance.

The Debit/ATM card remains the property of the credit union and shall be surrendered by you upon request. The credit union may terminate your use of the card and may withhold approval of any transaction at any time. Your use of the card is subject to the rules and/or fees governing the account(s) it accesses.

Your VISA debit card also allows you to conduct transactions on the PULSE and other debit networks, which will generally require you to enter your PIN. Some merchants are authorized to accept non-VISA debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a VISA transaction. Provisions of your cardholder agreement that specifically relate to VISA transactions are inapplicable to non-VISA debit transactions. The terminals, the Pulse system and any other system containing terminals at which your card may be used are available for the convenience of you, the member, and, except to the extent provided in Section 910 of the Electronic Funds Transfer Act, we are not liable for the unavailability or failure to operate of all or any part of any ATM system. Except for our own negligence, we are not liable for any personal injury or tangible property damage suffered or incurred by you through use or attempted use of a card at any terminal. We are not liable for any loss, cost, damage, or expense incurred by you by reason of malfunction of any part of any ATM system or failure to complete any transaction which is caused by natural disaster, fire, strike, war, riot or act of God or any other cause beyond our control. (Also see OUR LIABILITY section.)

The Member share balance of \$5.00 in the savings account may not be used to cover an overdraft of your account at an ATM machine. The share balance in your savings account must be maintained at \$5.00 or above to remain a Co-op Credit Union Member. The share amount is subject to change by the CCU Board of Directors.

Your Debit/ATM Card privileges may be discontinued if you overdraw your account at an ATM. The management of Co-op Credit Union reserves the right to discontinue any member's Debit/ATM Card privileges. I understand and agree that I and each person who holds an additional card issued to me and any person to whom that card is given may access my accounts through the Debit/ATM Card. I agree that if any Debit/ATM Card sent to me is used, I will comply with the Debit/ATM Card rules and daily limits which will be sent to me.

**Limitations on use of card** – You, as a cardholder, may not:

- Request any transaction at a terminal if you know or were informed by or at the terminal, or by clerk, that the terminal is malfunctioning or not operating.
- Attempt any transaction without use of card and correct PIN number.
- Attempt to initiate any transaction in connection with an account which has been closed by you or us, or which is subject to legal process or other encumbrance.
- Attempt any illegal transaction.
- Request a withdrawal or transfer of funds from an account if the withdrawal or transfer would overdraw the account or, if maintained by a KWIK-CASH overdraft line of credit, an amount which would exceed the limit of the line.
- Request a withdrawal in an amount in excess of any dollar limitations established and disclosed by us or imposed by the terminal operator.
- Deposit funds to an account by means of anything other than cash or a properly completed negotiable instrument in U.S. dollars, dated within six months prior to the date of attempted deposit, drawn by or properly endorsed by you and the amount of which does not violate any restriction on the instrument.
- Deposit funds to an account in an amount in excess of any limitations imposed by the terminal operator.
- Obtain authorization of a check or draft which is:
  - ◊ (a) drawn by or payable to the order of someone other than the member presenting the card;
  - ◊ (b) not endorsed by the member presenting the card (unless payable to a merchant)
  - ◊ (c) not payable in U.S. dollars;
  - ◊ (d) dated more than six months prior to the date of the transaction;
  - ◊ (e) in violation of any stated restriction on the check or draft (for example, not valid after 30 days); or
  - ◊ (f) for an amount which exceeds the limits established and disclosed by the credit union.

Neither the credit union nor the terminal owner is liable to member if the transaction is not completed and the member has violated any of these rules.

**Health Savings Account Debit Card** – This card is to be used to pay qualified expenses only. It is not designed for ATM use.

**Refunds on Purchases** – Cash refunds will not be made to you on purchases made with your card. If a merchant who honors your card gives you credit for merchandise returns or adjustments, the merchant will do so by forwarding a credit slip to us which we will apply as a credit to your account. Unless your use of the card results in an extension of credit, any claim or defense with respect to property or service purchased with our card must be handled by you directly with the merchant or other business establishment which accepts the card and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

**Frequency and Dollar Limitations for Use of Debit/ATM Card** – See Addendum A.

**Agreement to Comply With Rules** – Your retention of, signature on, or use of the card constitutes your agreement to comply with these rules as amended from time to time. This agreement and your use of the card will be governed by the laws of the State of WI.

**Electronic Check Conversion** – You may authorize a merchant or other payee to make a onetime electronic payment from your checking account using information from you check to: Pay for purchases, or Pay bills. This is the immediate capture or scan of your completed, partially completed, or blank share draft (check) by a merchant with whom you are conducting a transaction. The merchant is converting your share draft transaction into an electronic transaction. The share draft may be kept by the merchant or returned to you at the time of the transaction.

**Limitations on Frequency of Transfers** – In addition to those limitations on transfers elsewhere described, the following limitations apply:

Federal Regulation D allows a maximum of six non-in-person transfers from each savings account to another account or third party per month. Savings accounts include any CCU savings, additional savings or Money Market Account. Transfers include those made online, on mobile, through our telephone banking system or call center and ACH transfers.

## **CHARGES FOR ELECTRONIC FUND TRANSFERS**

See Addendum A for cardholder charges. Except as indicated elsewhere, we do not charge for electronic fund transfers.

## **RIGHT TO DOCUMENTATION**

**Terminal Transfers** – You may get a receipt – depending on dollar amount – at the time you conduct a transaction with your Debit/ATM card at an ATM terminal or point-of-sale (POS) terminal.

**Direct Deposits** – If you arranged to have direct deposits made to your account(s) or direct transfers from your account(s) at least once every 60 days from the same person or company, you can call us at the telephone number listed in this disclosure to find out whether or not the transaction has occurred.

**Periodic Statements** – You will get a monthly statement from us for your money fund checking or share draft checking account(s). You will get a monthly account statement from us for your share savings account(s) for each month there has been any electronic transfers involving the account(s). In any case, you will get a statement at least quarterly.

## **STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS**

**Right to Stop Payment and Procedures for Doing So** – If you have told us in advance to make regular payments out of your account(s), you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. Give us the name of the originating company or organization, the exact dollar amount, and your account number. 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 \$15.00 each time the item you have placed a stop-payment on is presented to be cleared.

**Notice of Varying Amounts** – If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.

**Liability for Failure to Stop Payment of Preauthorized Transfer** –

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 losses or damages.