

GERMANIA CREDIT UNION

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

AGREEMENT

- 1. Issuance of Personal Identification Number.** In this Agreement and Disclosures (“Agreement”), the terms “you” and “your” refer to (i) any person to whom a Germania Credit Union VISA® Check Card (“Card”) is issued, (ii) any person to whom a Personal Identification Number (“PIN”) is issued in connection with any such Card or other electronic fund transfer service, (iii) any person authorized to use or given access to use any such Card or PIN, and (iv) any owner on any Credit Union Account that may be accessed by the Card or a PIN. The terms “we,” “our,” “us,” and “Credit Union” refer to Germania Credit Union. You agree that any use of the Card or a PIN by you shall be governed by the terms and conditions set forth in this Agreement and any additional terms and conditions provided to you in connection with the service(s) you have requested, as well as the terms of your Account Agreement with us, which is incorporated by reference. If the terms of this Agreement and any additional terms provided should conflict with the terms of the Account Agreement, the terms of this Agreement and additional terms will control.
- 2. Overdrafts.** You agree that you will not use any of the Electronic Fund Transfer Services (the “Services”), including your Card or a PIN, to withdraw or transfer funds from your Account in amounts exceeding the available Account balance at the time of any such transfer. You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient funds in your Account. If your Account has sufficient funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion, including honoring first any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient funds available thereafter. You agree that your use of the Services and any Card or PIN shall be subject to the Overdrafts and Overdraft Protection provisions set forth in the Account Agreement.
- 3. Stop Payment.** Unless otherwise provided in any additional terms you receive when you arrange for a Service, you acknowledge and agree that you may not stop payment of any transaction initiated through use of your Card or a PIN.
- 4. Card and PIN Security.** You agree to keep your Card and all PINs in a place of safekeeping, to refrain from disclosing your PINs to any unauthorized third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PINs in such a manner that they will be accessible by unauthorized third parties. You agree that the use of a Card or a PIN by (i) you, (ii) any other applicant, (iii) any joint owner or other party on any of your Accounts which may be accessed by the Card or PIN, (iv) anyone you permit or authorize to use your Card or PIN, and (v) anyone to whom you disclose or give access to your Card or PIN shall be deemed an authorized user for which you shall be liable. You will be responsible for reporting the loss or theft of your PIN to us as soon as possible after the loss or theft.
- 5. Surrender, Cancellation, and Amendment.** You agree to surrender your Card to us upon demand. You agree, further, that we may terminate any one or more Services at any time, subject to such notification as may be required by applicable law. You also agree that we may add to, change, or delete any of the terms of this Agreement from time to time, subject to such notification as may be required by applicable law.
- 6. VISA Check Card Preauthorization Holds.** When you use your Card at certain merchants such as gas station fuel pumps, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization hold to cover the final transaction amount. The preauthorization hold may be in an amount greater than the actual purchase amount and may be placed on your Account for up to three days. You may not access funds that are

subject to a preauthorization hold. Preauthorization holds may remain on your Account for up to three days after the transaction date, even after the transaction has been paid. In addition, even after a preauthorization hold is released, the transaction may be posted to your Account at any time. As a result, you must ensure that sufficient funds are available and remain in your Account to pay for your VISA Check Card transactions. Preauthorization holds affect the availability of funds to pay for checks drawn on your Account and other withdrawal transactions. You acknowledge and agree that we are not liable for any damages you may incur for dishonor of items or other transactions because of a preauthorization hold placed on your Account funds.

DISCLOSURES

1. TRANSFER TYPES.

- (a) **Direct Deposits.** You may make arrangements for certain direct deposits to be accepted into your Share Draft (Checking) or Regular Share (Savings) Accounts.
- (b) **Preauthorized Withdrawals.** You may make arrangements to pay certain recurring bills from your Checking Account.
- (c) **Audio Response.** You may access your Accounts by telephone 24 hours a day (979) 277-1926. During business hours employees of the Germania Companies may dial ext. 1599. With your Account number and your PIN you may:
- transfer funds from Checking to Checking
 - transfer funds from Savings to Savings
 - transfer funds from Savings to Checking
 - transfer funds from Checking to Savings
 - make payments from Checking to loan accounts with us
 - make payments from Savings to loan accounts with us
 - obtain information regarding account balances, the last six months' transactions on your accounts, current rates, branch locations and hours, and other services
 - apply for a loan with us
 - check the credit union's rates on shares, certificates of deposit, and loans

Please see Section 2 below for important transfer limitations from your Savings Accounts.

- (d) **VISA Check Card.** You may use your VISA Check Card to access your Checking Account. The following transactions are available with your Card:
- Withdraw cash from your Checking Account
 - Pay for purchases at places that have agreed to accept the Card
 - Check the balance in your Checking Account
 - Order goods or services by mail or telephone from places that accept VISA

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

Transfer Limitations: You may withdraw up to \$500 of your available balance per day at ATMs and up to \$1,000 of your available balance per day at point-of-sale terminals. You are limited to seven cash withdrawals from ATMs per day. Please refer to Section 2 below for additional Savings Account transfer limitations when automatic overdraft protection from your Savings Account is used to pay for Card transactions.

- (e) **Online Banking.** You may use your Account number and Password to:

- Transfer funds between your Checking, Savings, and Money Market Accounts.
- Originate ACH transfers to your external accounts
- Make payments on your loan accounts with us
- Obtain recent Account history and balance information for your Accounts
- Obtain E-statements in lieu of paper statements

Some of these services may not be available for all Accounts.

- (f) ***Other Withdrawal Transfers.*** If you pay for something by check and the merchant or payee permits, you may authorize the merchant or payee to make a one-time electronic payment from your Checking Account using information from your check to pay for the purchase or to pay a bill. You may also authorize a merchant or payee to electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.

2. TRANSFER LIMITATIONS.

Preauthorized Withdrawals, Audio Response, and Online Banking. During any statement period you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals, from any Savings Account to another Account of yours with us or to a third party by means of a preauthorized or automatic transfer (including overdraft protection transfers), or a telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card or similar order made by you and payable to third parties. Transfers made for the purpose of repaying loans with us, or transfers and withdrawals made by mail, messenger, or in person, or telephone withdrawals made via check mailed to you, are not included in this transfer limitation. If you exceed these limits on more than an occasional basis, we may restrict your Services or your Account may be subject to closure.

3. FEES.

Other Charges.

- There is no charge for direct deposits to any account.
- There is no charge for preauthorized withdrawals from any account; however, an Insufficient Funds Fee, as disclosed on our Fee Schedule, will be assessed if funds are not available at the time the withdrawal is to be made.
- There is a \$3 fee for each automatic Overdraft Protection Transfer from your Savings Account to pay electronic fund transfer transactions on your Checking Account. Please see Section 2 above for important automatic and preauthorized transfer limitations on your Savings Account.

The Services are also subject to other applicable fees and charges as set forth on our Fee Schedule. In addition, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or ATM network used. The ATM operator or network may also charge a fee for a balance inquiry even if you do not complete a fund transfer.

4. BUSINESS DAYS.

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

5. DOCUMENTATION.

- (a) **Direct Deposit.** 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.
- (b) **Periodic Statements.** You will receive a monthly account statement from us for your Checking Accounts. You will receive a monthly account statement from us for your Savings Accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. You will receive a paper statement unless you have registered for online banking and opted to receive a e-statements.
- (c) **Terminal Transfers.** You can get a receipt at the time you make any transfer of more than \$15 to or from your Account using an ATM or a point-of-sale terminal.

6. CONTACT IN EVENT OF UNAUTHORIZED TRANSFER.

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call:

(979) 836-5224 Ext. 7505

or write:

Germania Credit Union
Accounting Department
P.O. Box 645
507 Highway 290 East
Brenham, TX 77833

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

7. CONFIDENTIALITY.

We will disclose information to third parties about your Account or the transfers 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 government agency or court orders, or
- (d) If you give us your written permission.

8. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING.

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. **Contact in Event of Unauthorized Transfer. Call (979)-836-1691 or 1-(877)-635-9405, 8 a.m. to 4 p.m. central time on business days or write to us at Germania Credit Union, Attn: Card Services, PO Box 645 Brenham, TX 77834.** 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).

- (a) **For Point-of-Sale Transactions Using Your VISA Check Card.** If you believe your card or PIN has been lost or stolen, you will not be liable once you notify us that someone may use or has used your card or PIN without your permission. This zero liability limitation does not apply if

you are grossly negligent or fraudulent in the handling of your Account or your card. In those cases, your liability will be determined under the standards set forth below for all other transactions. **All in person ATM transactions that are fraudulent require the submission of a police report.**

(b) **For All Other Transactions with Your VISA Check Card.** If you tell us within two business days, you can lose no more than \$50 if someone used your card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN 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, PIN, or other means, 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. **Member must in good faith try and contact merchant to resolve fraud.**

9. PREAUTHORIZED PAYMENTS.

(a) ***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's how:

Call us or write us at the telephone number or address listed in this brochure in time for us to receive your request three 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 as set forth in the Fee Schedule for each stop payment order you request. In addition, if you notify us that your authorization is no longer valid, we may confirm that you have informed the payee that your authorization has been revoked and we may require a copy of your Revocation of Authorization as written confirmation, to be provided within 14 days of any oral notification. If we do not receive the required written confirmation within this time period, we may honor subsequent debits to the Account.

(b) ***Notice of Varying Amounts.*** If these regular payments may vary in amount, the person or company 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.

(c) ***Liability for Failure to Stop Payment of Preauthorized Transfer.*** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

10. CREDIT UNION'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 -

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the automated system was not working properly and you knew about the breakdown when you started the transfer.

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you have closed the Account to or from which you have preauthorized electronic fund transfers to occur.
- There may be other exceptions stated in our Agreement with you.

11. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

Call or write us at the telephone number or address listed in this Agreement and Disclosures 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.

- (a) Tell us your name and account number.
- (b) 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.
- (c) 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 business 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 credit your Account within 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. For VISA Check Card point-of-sale (non-ATM) transactions, we will credit your Account within five business days for the amount you think is in error unless we determine that the circumstances or your Account history warrants a delay of up to ten 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 credit your Account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

- 12. VISA CHECK CARD INTERNATIONAL TRANSACTIONS.** If you effect an international transaction with your VISA Check Card, the rate of exchange between the transaction currency and the billing currency used for processing the transaction will be 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; and in each instance, plus a Foreign Transaction Fee of up to 1%. This fee will be charged for all international purchase, withdrawal, and Account credit transactions, even if there is no currency conversion.

- 13. ILLEGAL TRANSACTIONS.** You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN and agree to indemnify and hold the Credit Union and VISA

International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

- 14. ATM SAFETY PRECAUTIONS.** Exercise discretion when using an ATM or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.