

OHIO UNIVERSITY CREDIT UNION DISCLOSURE FOR ELECTRONIC FUND TRANSACTIONS (EFT) AND WIRE TRANSFER NOTIFICATION

Ohio University Credit Union offers various electronic fund transfer services to our members. We also provide VISA® Debit Cards to certain members who apply and are approved for a Debit Card. Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through our Ohio University Credit Union Online Banking system, Mobile Banking or the CATS Telephone Line audio response system.

A secret Personal Identification Number ("PIN") is also provided to a member in relation to a Debit Card. The Debit Card and PIN can be used in any one of a number of Automated Teller Machines (ATMs) to make "electronic fund transfers." Transfers can be made between savings and checking. Simply follow the instructions at the machine. You may use your Card in automated teller machines of the Credit Union and VISA Network machines or facilities as the Credit Union may designate and participate with for you to use your Debit Card. Electronic fund transfers can also be through our Ohio University Credit Union Online Banking system, Mobile Banking or the CATS Telephone Line audio response system once you have been issued secret Password/PIN for those purposes.

This disclosure is furnished to you as a Member of Ohio University Credit Union. It meets the requirements of both the federal and Ohio statutes relating to "electronic fund transfers". It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an ATM or in any other manner. This disclosure is also a contract. The terms and conditions set out here are binding on you and on us as to the making of such "electronic fund transfers" and the use of the Ohio University Credit Union Online Banking system, Mobile Banking, CATS Telephone Line audio response system, or your Debit Card and PINs, or any other electronic fund transfers, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have a Debit Card and PIN, and/or Ohio University Credit Union Online Banking, Mobile Banking or CATS Telephone Line audio response system and Password/PIN provided by us and you use them to make such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with a Debit Card, Ohio University Credit Union Online Banking, Mobile Banking or CATS Telephone Line audio response system to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive a Debit Card from us without asking for it, but then ask us to provide you with a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- If you receive access to use our On-Line Bill payment System for any transactions.
- If you authorize the payee of any share draft or e-Check to be processed electronically.
- In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to "electronic fund transfers", and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, in so far as "over-the-counter" and other non-electronic transactions are concerned.

In this disclosure, "you" and "your" include the plural in cases where two or more persons have an interest in a single account affected by an "electronic fund transfers" service. "We" or "us" refer to Ohio University Credit Union.

THE FOLLOWING SECTIONS RELATE TO ALL "EFTS" AFFECTING YOUR ACCOUNT(S) WHETHER MADE BY USE OF A DEBIT CARD OR OTHERWISE

1. **Accounts Affected.** Each of your accounts at the Credit Union can be subject to some kind of "electronic fund transfer" service, with the exception of IRA's and Certificate accounts.

The affected accounts are sometimes referred to in this disclosure as "asset account(s)," "designated accounts" or simply as your "account(s)".

You may notify us if you do not want your accounts to be subject to any particular type of "electronic transfer" service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our "electronic funds transfers" programs permit at that time.

2. **Account Agreements.** The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.

3. **Minimum Balance.** You must always maintain any minimum balance requirements to be entitled to make, by use of Debit Card, Ohio University Credit Union Online Banking, Mobile Banking or CATS Telephone Line audio response service "electronic fund transfers" or e-Check(s) affecting your account(s). PINs for use with electronic access devices may not be issued to members whose loan payments to us are more than 30 days delinquent. We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least 45 days advance written notice.

4. **Automated Teller Machine (ATM) Transactions:**

If you have a Debit Card, along with a PIN, you can use it to make any or all of the following transactions at an Automated Teller Machine at the Credit Union or at any of the Networks and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- a. Make deposits to your share (savings), share draft (checking) accounts.
- b. Withdraw cash from your share (savings), share draft (checking) not exceeding a *combined* withdrawal from share (savings), share draft (checking) accounts through an electronic withdrawal of \$400.00, if you have sufficient funds in your account.
- c. Transfer funds from your share (savings) to share draft (checking) accounts.
- d. Obtain balance information for your share (savings), share draft (checking) accounts.
- e. You may not use your card to initiate any type of gambling activity.

ATM Transaction Restrictions:

- Maximum cash withdrawals of \$400.00.00 per day from an ATM if you have sufficient funds in your account;
- Due to servicing schedules and processing time required for ATM operations, there may be a delay between the time a deposit (either cash or check) is submitted and when the funds will be available for withdrawal;
- For security reasons, there are limits on the frequency and number of transfers you can make at ATMs;
- Section 11 restrictions below may also apply to your account.

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

5. **VISA® Debit Card "Electronic Fund Transfer" Services.** At the present time, you can authorize the following types of "electronic fund transfers" to or from your asset account(s) at the Credit Union with your VISA® Debit Card:

- a. Make deposits to your share (savings), share draft (checking) accounts.
- a. Withdraw cash from your share (savings), share draft (checking), not exceeding a combined withdrawal from share (savings), share draft (checking) accounts \$400.00 per day, provided you have sufficient funds in your account for the requested transfer(s).
- b. Transfer funds from your share (savings) to share draft (checking) accounts whenever you request, provided you have sufficient funds.
- c. Pay for purchases at places that have agreed to accept the VISA® Debit Card, not exceeding a \$1500.00.00 per day limit and provided you have sufficient funds in your account for the requested transaction(s).
- d. Order goods or services by mail, telephone, online or from places that accept VISA® Debit Cards;
- e. Obtain balances in your share (savings), share draft (checking) accounts.
- f. You may not use your card to initiate any type of gambling activity.

VISA® Debit Card Transaction Restrictions:

- Maximum cash withdrawals of \$400.00 with a VISA® Debit Card per day from an ATM if you have sufficient funds in your account and have not exceeded other transaction limitations.

- Maximum Point-of-Sale purchases is the lesser of \$1,500.00 in transactions per day, or your own set limit, if you have sufficient funds in your account and have not exceeded other transaction limitations.
- For security reasons, there are limits on the frequency and number of transfers you can make at ATMs with a VISA® Debit Card;
- Section 11 restrictions below may also apply to your account.

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

6. Online Account Access Internet Banking Transactions and Mobile Banking Transactions.

If we approve you for access to Ohio University Credit Union's Online Banking and Mobile Banking service at www.oucu.org for your account, you must create a user name and password. You must use your user name and password to access your account(s). At the present time, you may use the Ohio University Credit Union to:

- Withdraw funds from your share (savings), share draft (checking) accounts, via check to be mailed to your address-of-record the next business day.
- Transfer funds to and from your share (savings), share draft (checking) and loan accounts;
- Deposit funds into your checking and savings accounts.
- Obtain balance information for your share (savings), share draft (checking) accounts and loan accounts;
- Make loan payments from your share (savings) and share draft (checking) accounts.
- Review transaction logs on your accounts, including information on deposits and withdrawals to and from your checking and savings accounts.
- Review information on your loan payments, balance and loan due date(s) and loan payoff information.
- Obtain any Share or IRA Certificate term, dividend rate, opening date or renewal date, maturity date and current value.
- Use Quicken® and/or Microsoft Money® and download specific transactions from your credit union account(s) for personal financial management purposes.
- Verify the last date and amount of your payroll deposit.
- For security reasons, there are limits on the number of transfers you can make using our online account service.
- Transfer Limitations in Section 11 may apply.

There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day, provided you have sufficient funds in your accounts.

Your accounts can be accessed through our Online Banking via a personal computer. Our Online Banking will be available for your convenience 24 hours a day. This service may be interrupted for short periods for data processing. The Credit Union reserves the right to refuse any transactions that would draw upon insufficient funds, exceed a credit limit, lower 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. The Credit Union may set other limits on the amount of any transaction and, you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. After a certain period of inactivity, the service will discontinue and you will be logged off.

7. Ohio University Credit Union CATS Telephone Line (Audio Response) Transactions.

If we approve the Ohio University Credit Union CATS Telephone Line audio response access service for your account, a separate PIN (personal Identification Number) will be assigned to you. You must use your PIN along with your account number(s) and social security number to access your account(s). At the present time, you may use the Ohio University Credit Union CATS Telephone Line audio response access service at 740-597-2828 or (800) 562-8420 to:

- Withdraw cash from your share (savings), share draft (checking) accounts via check;
- Transfer funds to and from your share (savings) and share draft (checking) accounts;
- Obtain balance information for your share (savings) and share draft (checking) accounts;
- Make loan payments from your share (savings) and share draft (checking) accounts.
- For security reasons, there are limits on the number of transfers you can make using our Telephone bill-payment service.
- Transfer Limitations in Section 11 may apply.

There is no limit to the number of inquiries or withdrawal requests you may make in any one (1) day, provided you have sufficient funds in your accounts.

Your accounts can only be accessed under the Ohio University Credit Union CATS Telephone Line audio response access service via a touch-tone Telephone. The Ohio University Credit Union CATS Telephone Line audio response service will be available for your convenience 24 hours a day. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers or withdrawal request you may make in any one day, subject to the availability of funds in your account(s) and the dollar limitations for transfers as set forth in this disclosure. No transfer or withdrawal may exceed the available funds in your account.

The Credit Union reserves the right to refuse any transactions that would draw upon insufficient funds, exceed a credit limit, lower 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. The Credit Union may set other limits on the amount of any transaction and, you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. After a certain period of inactivity, the service will discontinue and you will be disconnected.

8. Point Of Sale Transactions for VISA® Debit Card. Point of Sale Transactions may be made with your VISA® Debit Card and PIN (Personal Identification Number) to purchase goods or services at POS participating CU24 terminal Networks, including STAR and PLUS network logos. The Credit Union may also designate additional other networks from time to time and without notice. Your VISA® Debit Card may be used to purchase goods or services from merchants who have arranged to accept a VISA® Debit Card as a means of payment on the networks identified in the immediately preceding sentence. If you have a VISA® Debit Card, it may also be used to purchase goods and services from VISA® Debit Card merchants. These merchants are collectively referred to as "Participating Merchants" and will display a VISA® logo or other symbol that identifies them as a merchant who will accept your card. Purchases made with your card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your share draft account to be debited for the amount of the purchase. Only share draft accounts may be used in connection with point of sale transactions performed with your VISA® Debit Card.

9. Electronic Check Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff 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 schedule for payment. You must allow sufficient time for vendors to process your payment after they received 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. LIMITS: Maximum payment amount \$25,000.00 may be made per day.

10. Excluded Transactions. We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owing to us and automatic transfers between your own asset accounts at the Credit Union. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described in this disclosure; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in that section.

11. **Limitations on "Electronic Fund Transfers".** We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services. For savings accounts, during any periodic monthly cycle you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfers; transfers authorized by phone, fax, or online; and transfers by check, debit card, or similar order payable to third parties. Other types of transfers and withdrawals, such as those made in person, by mail, or at an ATM can be made without limitation. If you exceed the transfer limitations herein, your account may be assessed additional fees and/or will be subject to closure.

A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). Aside from that limitation, and as to transactions other than those made at an ATM, there are no limitations as to how often you can make "electronic fund transfers" described in this disclosure. Nor are there any restrictions as to the dollar amount of any one "electronic fund transfer". We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 45 days advance written notice before doing so. You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, lock or close your account.

12. **Documentation of Electronic Fund Transfers.**
- Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
 - Preauthorized Payments.** Upon instruction, we will pay certain recurring transactions from your savings and share draft accounts. See Section 11 for transfer limitations that may apply to these transactions. You can find out if the transfer has been made by calling us at (740) 597-2800 or (800) 562-8420.
 - Periodic statements.** 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.
 - Your right to documentation as set forth in subsections "a" of this section does not apply when the electronic funds transfer occurs outside of the United States.
13. **Preauthorized Payments & Stop Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments.
- Call us at (740) 597-2800, 1-800-562-8420 or write us at **Ohio University Credit Union, 944 East State Street, Athens, OH 45701**, 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 as set forth in the Fee Schedule 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.
- 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.

Stop Payment Fees: Your account will be assessed a \$30.00 fee for each stop-payment order you place.

14. **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:
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - If the transfer would go over the credit limit on your overdraft line.
 - If the automated teller machine where you are making the transfer does not have enough cash.
 - If the terminal 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.
 - There may be other exceptions stated in our agreement with you.
15. **Reversing "Electronic Fund Transfers".** If an "electronic fund transfer" described in this disclosure was a payment of \$50.00 or more for goods or services, you have the right to require us to reverse such transfer and to re-credit your account with the full amount of the transfer if (1) you tell us, within 4 calendar days after the date of the transfer, to make such a reversal, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned. If you do these things in writing, you MUST send the letter to: **Ohio University Credit Union, 944 East State Street, Athens, OH 45701**.

If you tell us orally that you want such a transfer reversed, you must send us a letter to confirm your reversal request, your notice of attempted resolution of the dispute, and your assurance to return any returnable goods involved. You are required to get this letter back to us within 14 calendar days after the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests, and to increase such charges thereafter.

16. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:
- Where it is necessary for completing transfers; or
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
 - In order to comply with government agency or court orders; or
 - If you give us your written permission.
17. **Errors or Questions.** In Case of Errors or Questions About Your Electronic Transfers Telephone us at: (740) 597-2800 or (800) 562-8420 or write us at: **Ohio University Credit Union, 944 East State Street, Athens, OH 45701** 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.
- Tell us your name and account number (if any).
 - 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.
 - 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 (5 business days for VISA® 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 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 VISA® 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. 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.

* If you give notice of an error within 30 days after you make 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 U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

18. **VISA® Debit Card Network Disclosure - Non-Visa® Debit Transaction Processing.** This VISA® Debit Card Network Disclosure provides notice to you that as a VISA® Debit Card holder, you may initiate a VISA® Debit Card transaction on a non-VISA® Network without a PIN anywhere the

card is accepted without those transactions being protected by VISA® zero liability for unauthorized transactions and fraud. The provisions in your VISA® Cardholder agreement relating only to Visa Transactions are inapplicable to non-Visa transactions.

Your VISA® Debit Card with the VISA® Logo may be accepted and process transactions that are not processed through "VISA's Network". "VISA's Network" provides protection to you that requires entry of a PIN number to access your funds/account as a Debit Account, while the following known network(s) utilized by some merchants through "non-VISA® Networks" do not provide zero liability to you as a card holder. Those "non-VISA® Network" transactions are not covered by the VISA® zero liability process for unauthorized transactions.

We are aware of the following networks that offer a PIN-less payment option: STAR, PLUS, Co-Op, Interlink and Jeanie networks. These "Non-VISA® Debit Transactions" would not be conducted through VISA's Network and therefore, would not receive VISA® zero liability and fraud protection. There may be other Networks that process your transactions through non-VISA® Networks and allow certain bill payment products and certain merchants to initiate payment transactions through non-Visa® Networks without a personal identification number (PIN). All other transactions initiated by cardholders on non-Visa® Networks required cardholders to enter a PIN.

VISA represents that it's VISA® zero liability policy virtually eliminates consumer liability in cases of card fraud for all VISA® card transactions processed through the VISA® Network, including online purchases. Merchants who use non-VISA® Networks will process your transaction(s), however, those transactions are not eligible for VISA® zero liability or fraud protection.

This new rule allows you as the cardholder to initiate a VISA® Debit Card transaction on a non-Visa® network without a PIN anywhere the card is accepted. For example, you as a VISA® Debit Card holder go to a merchant's web site and select a VISA® payment option since the card has the same VISA® logo as is on the card. If that merchant does not use a VISA® Network, your transaction will be processed as a Non-VISA® Debit Transaction that does not provide zero liability to you. In order to insure the zero liability and fraud protection, you would need to verify that the merchant utilizes a VISA® Network and not one of the non-VISA networks identified above. Or, for example, you may charge a transaction with a non-VISA® Network participating merchant, in which case that transaction would not receive the VISA® zero liability and fraud protection.

This Disclosure is an amendment to any new or existing VISA® Agreement with this Credit Union and may be amended at any time. Usage of your card represents an acknowledgement of the receipt of this disclosure.

19. **Our Liability for Failure to Make "Electronic Fund Transfers".** If we do not complete an "electronic fund transfer" to or from your accounts on time or in the correct amount according to our agreements 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 or, pursuant to our Funds Availability Disclosure, there are "uncollected" funds that are not available.
- If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan to make the transfer.
- If the ATM, Telephone, Internet or any other electronic access device was not working properly and you knew about the problem when you started the transaction.
- If the error was caused by a system of any participating ATM network.
- If funds in your account are subject to garnishment or other legal process.
- If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
- If the transfer would take the balance on your overdraft loan (if applicable) over the credit limit.
- If the automated teller machine where you made the transfer did not have sufficient cash.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If circumstances beyond our control prevent the transfer (such as fire, flood, or power failure), despite reasonable precautions we have taken.

We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such "electronic fund transfers". If you have bill payment services, you must contact the intended recipient of the transaction for inquiries other than confirmation of the amount transferred from your account to the merchant, the date of the transfer and the recipient's identity/name.

20. **Business Days.** Our "business days" are as follows: We are not open for business on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve or Christmas Day. We reserve the right to change our "business days" and hours. You may get more updated information, including lobby hours, from our website at www.oucu.org
21. **Amendments/Termination.** We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. However, in the specific cases mentioned earlier, we will give you at least 45 days advance written notice. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. 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 program our computer not to accept your card or access code for any EFT service. You may also terminate this agreement at any time, however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, VISA® Debit Cards, PINs and Codes, which remain the property of the Credit Union.
22. The effective date of this disclosure (agreement) is **March 1, 2014**.
23. **Location of Machines.** The number and location of Automated Teller Machines is subject to change at any time.
24. **Card Ownership.** All VISA® Debit Cards, and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to make an Ohio University Credit Union Online Banking, Mobile Banking or CATS Telephone Line audio response service electronic fund transfer affecting your account(s) that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request, plus our fee(s) for any such transactions that create an overdrawn account or accounts.
25. **Secrecy of PIN.** If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your Debit Card or on any item you keep with your cards. If you do not keep your PIN separate from your Debit Card, your privileges may be revoked at our option.
26. **Limitations of ATM Transactions.** There are no limitations on the number or dollar amount of deposits you may make at any ATM during its 24-hour operating cycle. However, to protect against possible losses, your card will not allow you to withdraw more than a combined withdrawal from your share, checking and electronic withdrawal of \$400.00 cash using a Debit Card during such a 24-hour cycle. If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations, and we will give you written notice of any such change at least 45 days in advance.
27. **Responsibility for overdraft.** If you obtain cash from an ATM which creates a shortage in your account or if you overdraw an account through use of the Ohio University Credit Union Online Banking, Mobile Banking or CATS Telephone Line audio response access service, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your checking account per occurrence. If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according your overdraft line of credit, or if you have no overdraft protection, then such overdraft will be paid to us as provided in the first sentence of this section.
28. **Foreign Transaction Currency Conversion.** If you effect a transaction with your VISA® Debit Card in a currency other than US Dollars, VISA® International Incorporated will convert the funds into US Dollars and charge your account in US Dollars. VISA® International Incorporated will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. The conversion rate used by VISA® International Incorporated to determine the transaction amount in US Dollars for such foreign transactions is generally either a government mandated rate or a wholesale range of rates determined by VISA® International Incorporated for the processing cycle in which the transaction is processed, increased

by an adjustment factor established from time to time by VISA® International Incorporated. The currency conversion rate used by VISA® International Incorporated is the applicable central processing date, which rate may vary from the rate VISA® itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A foreign transaction is a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your VISA® account for each foreign transaction. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases.

When you use your Visa Debit Card for an international transaction, there will be a 1% Foreign Transaction Fee, including cash advances, purchases and credits to your account. If there is a "multi-currency" conversion, the Foreign Transaction Fee will continue to be 1% of the transaction.

29. **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.
30. **Governing Law.** This Agreement and Disclosure is governed by the Bylaws of Ohio University Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of Ohio.
31. **Enforcement.** You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this Agreement from your accounts with us.
32. **Fees and Charges.** Certain fees and charges apply to electronic transfers. A fee schedule was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule. We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 45 days advance written notice before increasing any such 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.
33. **Consumer Liability.**
 - a. **Consumer Liability.** Tell us AT ONCE if you believe your VISA® Debit Card and/or PIN(s) or your Ohio University Credit Union Online Banking, Mobile Banking or CATS Telephone Line audio response access service PIN has been lost, stolen, or compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your check or your Ohio University Credit Union Online Banking, Mobile Banking or CATS Telephone Line audio response access service systems has been accessed without your permission. 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 VISA® Debit Card or your PIN(s) and/or access your Ohio University Credit Union Online Banking, Mobile Banking or CATS Telephone Line audio response access service PIN, has been accessed without your permission, you can lose no more than \$50 if someone used your card or otherwise accessed your account through one of the methods set forth above in this paragraph without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), or unauthorized access of your account(s) without your permission, and we can prove we could have stopped someone from using your card(s) and/or PIN, access code, or otherwise, 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, 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.
 - b. **Contact in event of unauthorized transfer.** If you believe your VISA® Debit Card and/or PIN(s) have been lost or stolen, or your Ohio University Credit Union Online Banking, Mobile Banking or CATS Telephone Line audio response access service PIN, has been compromised, call: (740) 597-2800, or (800) 562-8420 or write us at: **Ohio University Credit Union, 944 East State Street, Athens, OH 45701 IMMEDIATELY !!!** 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.
 - c. If you furnish another person with your VISA® Debit Card and PIN, or Ohio University Credit Union Online Banking, Mobile Banking, CATS Telephone Line audio response access service PIN, or your check book, you will be responsible for all "electronic fund transfers" initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers. **YOU ACKNOWLEDGE THAT WE WILL NOT BE LIABLE FOR ANY ACCESS, MAINTENANCE, PAYMENTS, TRANSFERS OR OTHER TRANSACTIONS INVOLVING ANY ACCOUNT LINKED TO YOUR SERVICE BY SECONDARY USERS THROUGH ONLINE BANKING.**

WIRE TRANSFER NOTIFICATION

(Uniform Commercial Code Article 4A)

The following rules shall apply to all wire transfers services provided by the Credit Union.

Ohio University Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers Through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

Ohio University Credit Union does not accept payment orders to wire out (pay out) funds to other parties or beneficiaries.

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item.

In addition, if we are ever obligated to pay interest on the amount of the transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys fees, unless otherwise provided by law or regulation.

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you the amount of the credit entry.