Northwest Missouri Regional Credit Union

Electronic Funds Transfers Agreement and Disclosure

(February 2012)

This Electronic Funds Transfers Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Northwest Missouri Regional Credit Union. In this Agreement the words “we”, “us”, “our”, or the “Credit Union” refer to Northwest Missouri Regional Credit Union; the words “you”, “your”, and “yours” refer to the member, joint owner, or any authorized users. The word “account” means any one (1) or more accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT 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 the EFT services offered.

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

   a. **ATM transactions** - If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Accel/Exchange networks, and such other machines or facilities as the Credit Union may designate. You may use your card to:
      - Withdraw funds from your primary savings or checking accounts.
      - Transfer funds from your primary savings or checking accounts.
      - Obtain balance information for your primary savings or checking accounts.

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

      The following limitations on the frequency and amount of ATM transactions may apply.
      - You may make up to 10 cash withdrawals each day.
      - You may withdraw up to a maximum of $500.00 per day, if there are sufficient funds in your account while the system is online, $200.00 if off-line. (From time to time our system may be off-line to conduct our end of day, end of month, or end of year processes.
      - Limits are reset at 2:00 pm each business day. Saturday, Sunday, and Monday are considered one business day.
      - There are no limits on the frequency of transfers available at ATMs.
      - You may transfer up to the amount available in your accounts at the time of the transfer.

      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)

   b. **MasterCard® Debit Card point-of-sale transactions** - If approved, you may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction or for any transaction that is illegal under applicable federal, state, or local law. No purchase may exceed the available funds in your account. We will debit your account for POS transactions, and you agree that each debit shall constitute a simultaneous withdrawal from or demand on such account even if you have not signed a sales authorization and even though the transaction may not actually be posted to the account until a later date. POS transactions will be posted to your account in the order received and with the same legal effect as checks or drafts drawn on the same type of account. We may require that merchants who accept your card for POS transaction obtain an authorization from us for any transaction over a certain dollar amount. The available balance in your account will be reduced by the amount of the POS transaction for which a merchant received authorization from us, even if the documentation evidencing such POS transaction has not yet been received and processed by us. When the documentation has cleared through us, a “hold” placed on your account for the amount of the transaction will be released and your account will be debited for the amount of the POS transaction. We shall not be liable to you for dishonor of checks or failure to authorize subsequent POS transactions at any time that a prior POS transaction we have authorized has not yet been processed. You may use your card to:
      - Make POS transactions to purchase goods or services
      - Order goods or services by mail, telephone, or Internet

      The following limitations on the frequency and amount of POS transactions may apply.
      - You may make up to 20 MasterCard® purchases each day.
      - You may purchase up to a maximum of $1,000.00 per day, if there are sufficient funds in your account.
      - There is no limit on the number of debit card transactions during a statement period.
      - The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds.

   c. **e-Banking** – You may access our website at nwmissouri.edu/cu and sign up for e-Banking. You will create a unique logon ID and security code for your account. If you sign up for e-Banking, without signing up for e-Statements there is a monthly charge. If you sign up for e-Statements this fee will be waived. At this time you may use e-Banking to:
      1. Transfer funds between primary savings and checking accounts.
      2. Set-up automatic transfers between primary savings and checking accounts.
3. View your account activity.
4. Update your personal information.
5. View or print your monthly statement.
6. Send messages to the Credit Union.

Your accounts can be accessed under e-Banking via personal computer. e-Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for end of day processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, or lower an account below a required balance.

d. Preauthorized EFTS –
   • Direct Deposit - Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your testing account.
   • Preauthorized Debits - Upon instruction, we will pay certain recurring transactions from your primary savings or checking account. 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 on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for preauthorized Electronic Fund 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 of Preauthorized Transfers - If you order us to stop payment of a preauthorized transfer three (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.

e. Electronic Check Conversion/Electronic Returned Check Fees - If you pay for purchases or bills with a check or 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 fees. You are considered to have authorized these electronic fund 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. Examples of these transfers include, but are not limited to:
   • Preauthorized credits- You may make arrangements for certain direct deposits to be accepted into your checking or primary savings.
   • Preauthorized payments - You may make arrangements to pay certain recurring bills from your checking or primary savings.
   • Electronic check conversion- You may provide your check to a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
   • Electronic returned check charge- You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

2. Transfer Limitations - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your savings account(s): During any calendar month or statement cycle of at least four weeks, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

3. CONDITIONS OF EFT SERVICES —
   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 – If you effect or authorize a transaction with our access device in a currency other than US dollars, MasterCard® will convert the charge into US dollars. The MasterCard® currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by MasterCard®, as applicable. The exchange rate MasterCard® uses will be the rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the day of the purchase or the date the transaction posted to your account. A currency conversion fee of .20% will be applied to transactions that are converted from foreign currencies to US dollars. Cross-Border Transaction fee – In addition, MasterCard® charges us a Cross-Border Assessment of .80% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this section, “cross-border transactions” shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transaction initiated in the United States but which are ultimately settled in a country outside of the United States. MasterCard®’s processing rules are incorporated herein, as amended from time to time. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your statements. The currency conversion fee, if it applies to the transaction, will be included in the transaction amount posted on your statement. Please notify us at (660) 582-5747 if you will be traveling with your ATM/Debit MasterCard® outside the United States. Access outside of the United States may have more limitations than domestic transactions.

d. Security of Access Code – You may use one or more access codes with your EFTs. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a close we may terminate your EFT services immediately.

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 savings, checking, or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account 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 EFT 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 funds 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 transactions you authorize using your EFT services under this Agreement. 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 or access code has been lost or stolen, 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 fund 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.

You are not liable for an unauthorized MasterCard® debit card transaction that was not conducted at an ATM if you can demonstrate that you exercised reasonable care in protecting your card from loss or theft, you have not reported two or more incidents of unauthorized use in the past twelve months, and your account is in good standing. Otherwise your liability for an unauthorized MasterCard® debit card transaction at an ATM will be no more than $50.00.

For all other EFT transactions involving access devices including transactions conducted at ATMS your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days you can lose no more than $50.00 if someone used your card or access code 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 or access code and we can prove we could have stopped someone from using your card or access code 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, access 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 lost after the 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 or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:
(660) 582-5747

Or write to:
Northwest Missouri Regional Credit Union
26155 Stolls Country Ln
Maryville, MO 64468

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.

6. RIGHT TO RECEIVE DOCUMENTATION —
   a. Periodic Statements - Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, preauthorized EFTs, or online/PC transactions you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, 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 have arranged to have a direct deposit made to your account at least once every 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 (660) 582-5747. 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 the transfers you make:
   • As necessary to complete transfers;
   • 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 your 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 or access code 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 the 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, access code, or any EFT facility for making such transfers.
   • If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile access device 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 the appropriate 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 21 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.

11. ATM Safety - The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:
   • 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.
12. **BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your savings or checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem appears.

Call us at: (660) 582-5747

Or write to:
Northwest Missouri Regional Credit Union
26155 Stolls Country Ln
Maryville, MO 64468

- 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 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 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 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 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 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** 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 (POS) 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 the error.

**NOTE:** If the error you assert is an unauthorized MasterCard® 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.

13. **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 your use of your card and any access code. 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 program our computer not to accept your card or access code for any EFT service. 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.

14. **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 Missouri, 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.

15. **ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your 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.
Debit MasterCard® Request Form

PLEASE PRINT ALL INFORMATION

Name: _______________________________   Acct #:  ______________ Date of Birth:  ____________
Address:  _________________________________________  Home Phone: ___________________
City/State/Zip:  ____________________________________  Work Phone:  ___________________
Social Security Number:  ____________________________  Cell Phone:  _____________________

Joint Owner (If Applicable)

Name: _______________________________   Acct #:  _____________ Date of Birth:  ____________
Address:  _________________________________________  Home Phone: ___________________
City/State/Zip:  ____________________________________  Work Phone:  ___________________
Social Security Number:  ____________________________  Cell Phone:  _____________________

I have read and will abide by the Northwest Missouri Regional Credit Union Debit MasterCard® Agreement and Electronic Funds Transfer Disclosure.

Signature:  ______________________________________   Date:  ______________________________
Signature:  ______________________________________   Date:  ______________________________

Complete and return this page only to:   Northwest Missouri Regional Credit Union
Attn: Card Services
26155 Stolls Country Lane
Maryville, MO 64468

Credit Union Use Only:

Date Checking Account Opened:  ___________________    NSF in last 6 months:  _________________
Approved By:  __________________                Date:  __________________
Card #:  _______________________               Joint Card #:  _________________________