



# **United Heritage** Credit Union

512.435.4545 903.597.7484 800.531.2328 UHCU.ORG

## **Electronic Funds Transfers (EFT) Disclosure**

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## Your Rights and Responsibilities

This Electronic Fund Transfer (EFT) disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

Indicated below are types of Electronic Fund Transfers we are capable of handling. Some EFT services may not be available with every card or account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct deposit (such as U.S. Treasury (Social Security), Military, or some employers (payroll)) to be accepted into your checking or share savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or share savings account(s).
- Electronic check or draft conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- Electronic returned check or draft charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

In-Touch Telephone Transfers – types of transfers – You may access your account by telephone 24 hours a day at 512.435.4545 or 800.531.2328 using your personal identification number (PIN), a touch tone phone, and your account numbers, to:

- Transfer funds from checking to checking
- Transfer funds from checking to share savings
- Transfer funds from share savings to checking
- Transfer funds from share savings to share savings

- Make payments from checking to loan accounts with us
- Make payment from share savings to loan account with us
- Get information about:
  - IA-M Electronic Funds Transfers Disclosure 3
  - The current balance and available balance of checking account(s)
  - Transactions to checking account(s)
  - The current balance and available balance of share account(s)
  - Transactions to share savings account(s)

ATM Transfers – types of transfers, dollar limitations, and charges – You may access your account(s) by ATM using your VISA Debit Card and PIN to:

- Get cash withdrawals from checking or share savings account(s) – you may withdraw no more than \$1,010.00 per day. This limitation is in combination with point-of sale transactions when using your ATM card.
  - There is a charge of \$1.00 per transaction at ATMs we do not own or operate
- Transfer funds from share savings to checking account(s)
  - There is a charge of \$1.00 per transaction at ATMs we do not own or operate.
  - Transfers of funds must be within the same base account.
- Get information about:
  - The account balance of your checking or share savings account(s)
- There is a charge of \$1.00 per inquiry at ATMs we do not own or operate
- Some of these services may not be available at all terminals

Types of ATM Point-of-Sale Transactions – You may access your checking account to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Point- of- Sale Transactions – dollar limitations –Using your ATM card:

- You may not exceed \$2,020.00 in point-of-sale transactions per card, per day.

Types of VISA Debit Card Point-of-Sale Transactions – You may access your checking account to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions – dollar limitations – Using your VISA Debit Card:

- You may use your available balance\* up to \$3,000 per card, per day for Point of Sale (POS) Signature based transactions.
  - \*Refer to the Funds Availability disclosure for information regarding current balance and available balance
- You may use your available balance\* up to \$1,000 per card, per day for Point of Sale (POS) PIN based transactions.
  - \*Refer to the Funds Availability disclosure for information regarding current balance and available balance.

Dollar limits may vary at the Credit Union's discretion.

We may set limits for your use of Electronic Financial Services from time to time.

We may change these limits (dollar amount or otherwise), for transactions that may be carried out by you through Electronic Financial Services, from time to time without prior notice to you unless required by law. It is your responsibility to check your limits from time to time through your branch or the Credit Union telephone call center. When your initial Card is issued, when a replacement Card is provided or at any other time, you may request lower limits where those limits do not correspond to your daily or weekly usage expectations and present a level of unwanted risk or potential liability for you.

Courtesy Pay service applies to VISA Debit Card transactions. If you have opted in and qualify for the Courtesy Pay service and you conduct a VISA Debit Card transaction for which sufficient funds are not in the available balance from your checking account or from any other overdraft protection source to pay the transaction, we may, at our sole discretion, choose to pay the transaction using the Courtesy Pay service. There is a fee each time the Courtesy Pay service is accessed (refer to fee schedule) and there is no limit to the number of Courtesy Pay fees that may be charged each day. Please refer to the Courtesy Pay Policy available at any branch for complete details.

Currency Conversion and International Transactions. When you use your VISA Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

VISA USA charges us a 0.8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA. If these fees change, we may pass the increased fee on to you without notice.

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.

Non-VISA Debit Transaction Processing. We have enabled non-VISA debit transaction processing. This means you may use your VISA-branded debit card on a PIN-Debit Network\* (a non-VISA network) without using a PIN.

The non-VISA debit network(s) for which such transactions are enabled are: PULSE and COOP Networks.

Examples of the types of actions that you may be required to make to initiate a VISA transaction on your VISA-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network including initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to VISA transactions are not applicable to non- VISA transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero- liability program) and the streamlined error resolution procedures offered on VISA debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*VISA Rules generally define PIN-Debit Network as a non-VISA debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Online Banking Transfers - types of transfers - You may access your account(s) by computer or mobile device through the internet by logging into online banking via our website at uhcu.org or our mobile application, downloaded from the Apple or Play Stores and using your personal identification password and your account numbers, to:

- Transfer funds from checking to checking
- Transfer funds from checking to share savings
- Transfer funds from share savings to checking
- Transfer funds from share savings to share savings
- Transfer to and from accounts to another financial institution
- Make payments from checking to loan(s) with us
- Make payments from share savings to loan(s) with us
- Make payments from another financial institution to loan(s) with us
- Make payments from checking to third parties
- Make payments from savings to third parties
- Make a loan advance from eligible loans with us
- Get information about:
  - The account balance of checking account(s)
  - Transactions to checking account(s)
  - The account balance of share savings account(s)
  - Transactions to share savings account(s)

## **FEES**

- We do not charge for direct deposits to any type of account.

- We do not charge for preauthorized payments from any type of account.
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network 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).

## DOCUMENTATION

- Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 512.435.4545 to find out whether or not the deposit has been made.
- Periodic statements. You will get a monthly account statement from us for your checking accounts. You will get monthly account statement from us for all other accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

- 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 is how:
  - Call or write us at the telephone number or address listed in this brochure 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. Please refer to our separate fee schedule for the amount we will charge you 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.

## FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the

transfer.

2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

## **CONFIDENTIALITY**

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

1. Where it is necessary for completing transfer; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. As explained in the separate privacy disclosure.

## **UNAUTHORIZED TRANSFERS**

(a) Consumer liability.

- *Generally.* Tell us AT ONCE if:
  - Your account may have been accessed without your authority
  - You believe your card and/or code has been lost or stolen
  - You believe that an electronic funds transfer has been made without your permission using your check or draft
  - Someone has transferred or may transfer money from your account 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 card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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.

Additional Limit on Liability for VISA Debit Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Debit Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.

Contact in the event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions about Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error 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.
3. Tell us the dollar amount of the suspected error.
4. 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (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. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will reverse any provisional credit within one (1) business day of finishing our investigation and will send you a written explanation within three (3) business days. You may ask for copies of the documents that we used in our investigation.



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Excluding Federal Holidays  
Phone: 512.435.4545  
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST