



The Electronic Funds Transfer Agreement is the contract, which covers you, and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by Ball State Federal Credit Union (“Credit Union”). In this agreement, the word “you” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we”, “us”, and “our” mean the Credit Union. The word “account” means any one or more share savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or authorization form 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.

You warrant and agree that you will not use Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law, and that any such use, including any such authorized use, will constitute an event of default under this agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal user.

1. DEFINITIONS:

Access Device – means any card, stored value card, code, passwords, or personal identification numbers or any combination thereof, that may be used by the member to initiate an electronic fund transfer.

Authorized User - means any person who has actual, implied or apparent authority, or who any owner has given any information, access device or documentation that enables such a person to access, withdraw, make transactions from your accounts, or to use any of your account services. This definition is intended to be construed broadly and includes without limitations all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

Business Day – means Monday Through Friday. Federal Holidays are not included.

Payee – means any individual, financial institution, educational institution, company, merchant or other person or entity that you wish to pay using electronic commerce services.

Transaction – means any deposit, order, payment, transfer, withdrawal or other instruction relating to any account services provided by the Credit Union.

2. ELIGIBILITY:

In order to enroll and activate any Electronic Funds Transfer services with us, you must be eligible to maintain an account with us. To determine your eligibility for Electronic Funds Transfer services now and in the future, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports.

The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with telephone service or networks, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions from any network connection or gateway.

When using any of the Credit Union’s Electronic Funds Transfer services you must, when prompted, enter your member number, password, personal identification number and any other requested information. By entering the correct information you will have access to your Credit Union accounts.

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YOU SHOULD KEEP YOUR PASSWORD OR PIN IN A SECURE LOCATION. ANY PERSON HAVING ACCESS TO YOUR PASSWORD OR PIN WILL BE ABLE TO ACCESS AND PERFORM TRANSACTIONS, INCLUDING REVIEWING ACCOUNT INFORMATION AND MAKING TRANSFERS TO OTHER ACCOUNTS TO OTHER PERSONS.

3. Automated Teller Machines (ATM's) Types Of Transfers, Dollar Limitations, And Charges. You may access your account(s) by using your ATM/DEBIT card and Personal Identification Number (PIN) to:

- Make deposits to share or share draft account(s) with an ATM card or Debit Card.
 - **(There is a charge of \$1.00 per deposit at ATM's we do not own or operate)**
 - Because of the servicing time and processing time required in ATM/Debit Card operations, there is a delay between the time a deposit (either cash or check) is made and when it is available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATM's

- Get cash withdrawals from share or share draft account(s) with an ATM Card or Debit Card
 - **(There is a charge of \$1.00 per withdrawal at ATM's we do not own or operate)**
 - You may withdraw no more than **\$500.00** per day, if there are sufficient funds in your account
 - If we are offline the total amount that may be withdrawn is **\$200 per day**, including any previous withdraws made during 24 hours previous to the offline withdraw attempt

- Transfer funds from Share account to a Share Draft account with an ATM card or Debit Card.
- Transfer funds from Share Draft account to a Share account with an ATM card or Debit Card.
- Make payments from a share or share draft account(s) with an ATM card or Debit Card to loan accounts with us.

When you use an ATM not owned by us, the ATM operator, or any network used to complete your transaction may charge you a fee, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

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

Because of the servicing time and processing time required in ATM/Debit Card operations, there is a delay between the time a deposit (either cash or check) is made and when it is available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATM's.

Point Of Sale Transactions And Dollar Limitations – You may use your Debit Card to purchase goods and services any place your Card is honored by participating VISA merchants. Funds to cover your Card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction, when it is presented to the Credit Union for payment, the Credit Union will pay the amount and treat the transaction as a request to transfer from your savings accounts or overdraft privilege accounts that have been established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges or fees associated with completing the transaction, to the Credit Union. In the event of excessive overdrafts, the Credit Union may terminate all services under this agreement. You may use your card and PIN in automated Teller Machines of the Credit Union and such other machines or facilities as the Credit Union may designate. The Credit Union's Overdraft Privilege program may apply to Debit Card Transactions. Please refer to the ODP Disclosure for details, as well as rules pertaining to "UNAUTHORIZED OVERDRAFTS".

You may not exceed **\$1,500** in transaction per day. If we are offline the limit is **\$500.00**.

4. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with telephone service or networks, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions from any network connection or gateway.

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5. Touchtone Telephone Access (ART) – If we approve the audio response access service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Transfer Funds from your share and share checking accounts
- Obtain balance information for your share and share checking accounts
- Make loan payments and VISA payments from your share or share checking accounts
- Determine if a particular item has cleared
- Withdraw funds from your share and share draft accounts (Check is mailed to you)

Your accounts can be accessed through the audio response service via a touch-tone telephone only. Service will be available for your convenience 24 hours per day. This service may be interrupted for periods of time each day and at month end for data processing. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with telephone service or networks, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions from any network connection or gateway.

The Credit Union reserves the right to refuse any transaction which 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 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 these limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

6. Preauthorized EFT's

If you elect to have a direct deposit, your employer, the Treasury Department, or other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your deposit account.

If you elect to have a preauthorized debit to your account, upon proper instruction, we will pay certain recurring transactions from your checking account. If the preauthorized debit is to come from your share savings account, no more than six (6) preauthorized automatic, or telephone transfers may be made from this account to another account of yours or to a third party in any month. No more than three (3) of these six (6) transfers may be made by check, draft, or debit card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

7. Electronic Check Conversion/ Electronic Returned Check Fees

If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told orally, by a notice either posted or mailed to you, that the transaction may be processed electronically or if you sign a written authorization.

8. ONLINE INTERNET ACCESS Transactions

If we approve the electronic Internet access service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN along with your membership number to access your accounts. At the present time, you may use the ONLINE INTERNET ACCESS BRANCH access service to:

- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share, share draft, consumer loans, and VISA accounts
- Make certain loan payments from your share or share draft account.

Your accounts can be accessed via a personal computer. Internet branch service will be available for your convenience 24 hours per day. This service will be interrupted for a short time each day and at the beginning of each month for data processing. Numerous vendors and third parties, any of which could

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directly or indirectly cause the connection to not work as expected, provide the connection from your computer to your accounts. Ball State Federal Credit Union makes no implied or expressed warranty as to the reliability of these vendors and your ability to connect to us through the Internet. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with Internet service or networks, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions from any Internet network connection or gateway.

We reserve the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserves on the account. All checks are payable to you as 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 these limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after unsuccessful attempts to enter a transaction, and there may be limits on the duration of each Internet connection.

9. Conditions of EFT Services

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.

Honoring the Card. Neither we nor any merchant 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.

Security of Access Code. You may use one or more access codes with your electronic fund transfers. 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 access device. 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 or other individual(s) 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 loss, we may terminate your EFT services immediately.

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 share savings, share draft, or loan accounts as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, 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 owner.

Access to Account Information

You and all other joint owners of all accounts accessed under this agreement, whether they are the same persons on all accounts or not, will have access to information regarding transactions on your accounts, including but not limited to transactions, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction using this service.

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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 must 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 reprogram 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 EFT's made prior to termination

Member Liability

You are responsible for all transactions you authorize using your EFT services under this agreement. If you permit other persons to use any EFT service, your card or your access codes, you are responsible for any transactions they authorize or conduct on any of your accounts.

However, if you believe your card has been lost or stolen, or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, tell us at once. Telephoning is the best way of keeping your possible losses down. If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your card and/or access 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 access 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 be responsible for as much as \$500.00 in charges against your account.

On a VISA branded debit card, when used for a point of sale transaction only, if you believe your card has been lost or stolen, or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, and you tell us within 2 business days, you will not be liable for any unauthorized transactions. If you **DO NOT** tell us within 2 business days after you learn of the loss or theft of your card and/or access 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 be responsible for as much as \$50.00 in charges against your account.

You will be liable for the entire amount of any loss if such losses are a result of your fraudulent act.

If your statement shows transfers that you, a joint owner or authorized user, did not make or authorize, tell us at once. If you do not tell us within 60 days after the first statement showing such a transfer 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. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your account statement upon receipt. If you find that your records and ours disagree, you must call the **Member Service Department at (765) 741-2728 or 800-795-3998** or write to:

Member Service Department
Ball State Federal Credit Union
P.O. Box 1949
Muncie, Indiana 47308-1949

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may, but are under no obligation to, extend these time periods.

Credit Union Liability

If, we do not complete a transfer to or from your account or cancel a transfer as properly requested on time or in the correct amount according to our agreement with you, we are liable for your losses or damages. However, our sole responsibility for an error in a transfer will be to correct the error. In no

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case will we be liable for any indirect, special, incidental, or consequential damages. In states, which do allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

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 give this notice only the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits you have set.

There are some exceptions to our liability for processing transactions on your accounts. We will not be liable for instance:

1. If, through no fault of our, you do not have enough available balance in your account to make the transfer;
2. If the funds in your account were attached or the transfer cannot be made because of legal restrictions affecting your account;
3. If circumstances beyond our control such as interruption of telephone service, internet service, telecommunication facilities, power, or natural disaster (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
4. If the transfer would go over the limit on your overdraft line;
5. If you have not provided us with complete and correct payment information, including name, address, account number, and payment amount for the payee on a bill payment;
6. If you have not properly followed the instructions for using any of our electronic fund transfers services;
7. If you receive notice from a merchant or institution that any payment you have made through any of our electronic fund transfer services, remains unpaid, and you fail to notify us of this fact;
8. If the payee was a merchant or institution, you are not permitted to designate;
9. If you do not set up the payment soon enough for payment to be received and credited by the payee by the due date;
10. If your payee does not credit your payment promptly or properly after receipt;
11. For any errors or failures from any malfunction of your computer equipment, telephone equipment, or any computer virus or other problems related to your electronic equipment used with or in conjunction with any of our electronic funds transfer services.
12. For any failure to provide access or for interruption in access to any of our electronic fund transfer services.
13. For any damage or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your internet service provider, your personal financial management or other software, or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with any of our electronic fund transfer services.
14. If you use any access devise or code in an incorrect manner;
15. If the ATM where you are making the transfer does not have enough cash;
16. If the ATM is not working properly;
17. If the funds in your account are pledged as collateral or frozen because of a delinquent loan;
18. If the error was caused by a system of a participating ATM or Point of Sale network;
19. Any other exceptions as established by the Credit Union in other agreements affecting your accounts.

Stop Payment Rules

If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of 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 require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

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.

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Right To Receive Documentation

Periodic Statements. Transfers and withdrawals made through any ATM, Debit Card transaction, or audio response transactions or preauthorized EFT's or electronic transactions will be shown on your periodic statement. You will receive a statement monthly unless there are no transactions in a particular month. In any case, you will receive a statement at least quarterly.

Terminal Receipt. You will get a terminal receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

Receipts from the machines are subject to verification by the Credit Union. However, the receipt provided to the person initiating the electronic fund transfer is proof of the transaction, which it records. Deposits are subject to verification by the Credit Union of the amount actually deposited. At the discretion of the Credit Union, funds deposited may have holds placed on them.

Keep all receipts as your record of your electronic fund transactions until you have received your periodic statement and have determined that it is correct. It is important that you reconcile the amounts in your Credit Union accounts with the statements sent to you by promptly checking your record of deposits, withdrawals and electronic fund transfers. If there is an error, please contact the Credit Union promptly as provided in this disclosure. Your receipt will be important in providing information concerning any error. If you do not contact the Credit Union promptly, you may lose the right to have your account credited for the error.

Notices

All notices from us will be effective when we have mailed them or delivered them to your last known 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 twenty-one (21) days before the effective date of any change.

Billing Errors

In case of errors or questions about electronic funds transfers from your share savings and checking accounts, telephone us at the following numbers or send us a written notice to the following address as soon as you can. We must hear from you no later than (60) sixty days after we sent the first statement on which the problem appears.

Telephone:

(800) 795-3998

(765) 741-2728

or write to:

Member Services

Ball State Federal Credit Union

P.O. Box 1949

Muncie, Indiana 47308-1949

- 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.
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If you tell us orally, we may require that you send us your complaint or question in writing within (10) ten business days.

We will tell you the results of our investigation within (10)* ten 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) forty-five ** days to investigate your complaint or question. If we decide to do this, we will credit your account within the

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(10) ten 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 within ten (10) business days, we may not credit your account.

If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within (30) thirty-days after you make the first deposit to your account, we will have (20) twenty-business days instead of (10) business days.

** If you give notice of an error within (30) thirty 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) ninety days instead of (45) forty-five days to investigate.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) 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
- 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.
- Refrain from displaying your cash at the ATM or night depository facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night depository facility, consider using another ATM or night depository facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately.