



AGREEMENT BETWEEN A MEMBER AND PITTSFORD FEDERAL CREDIT UNION CONCERNING ELECTRONIC FUNDS TRANSFER SERVICES

SCOPE OF AGREEMENT- This Agreement describes the terms and conditions that govern Electronic Fund Transfer (“EFT”) transactions at Pittsford Federal Credit Union (the “Credit Union”). In this Agreement, the words “you,” “your,” and “yours,” refer to the member(s) who has/have access to Electronic Fund Transfer Services. The words, “we,” “our,” and “us” refer to the Credit Union. Please read this document carefully. Some information may not pertain to you. Upon using your ATM/Debit Card for the first time, you agree to the following terms and conditions.

PERSONAL IDENTIFICATION NUMBER- In order to withdraw cash or make purchases that require a PIN ,you must call PIN Now to select a four digit PIN number for your card. Each time you wish to obtain cash or other services from a Machine or Terminal under this Program, you must communicate your PIN to the Machine or Terminal after inserting your Card. To ensure that no unauthorized charges are made to your account under the Program, you should take all reasonable precautions to prevent any other person from learning your PIN or using your Card. For example, you should never keep any material containing your PIN with or attached to your Card.

AUTOMATED TELLER MACHINE (ATM) SERVICES AND POINT OF SALE (POS) FACILITIES-With your ATM/Debit Card and PIN, you may perform transactions at ATMs and POS facilities. At any designated ATM or POS facility, you may make cash withdrawals from or transfers between your Share Savings and Share Draft Checking Accounts (under the same member number). You can make deposits to your Share Savings and Share Draft Checking Accounts at participating ATMs. An ATM or POS not owned by the Credit Union from this point on will be referred to as a “nonproprietary” ATM or POS.

CHARGES- A listing of the amount of the fees discussed below is included in the Fee Schedule.

1. Deposits: No transaction fee will be charged for deposits at an ATM or POS facility made to your accounts. If a check you deposit in an ATM or POS facility is returned unpaid, you will be charged the fee normally charged by the Credit Union for the deposit of a check against insufficient funds plus a fee equal to the amount charged the Credit Union by the owner of the ATM or POS facility (if the deposit is at a non-Credit Union-owned ATM).

2. Withdrawals: We will charge a fee for each withdrawal you make with your ATM/Debit Card at an ATM or POS facility; provided, however, that the fee will not be charged until after six withdrawals have been made during a calendar month under the same member number. The fee will be charged to the account the funds are being taken from. The fee will appear on your monthly statement as ATM FEE. Please refer to the fee schedule. When you use a nonproprietary ATM or POS to make a withdrawal, you may be charged a fee by the ATM/POS operator (and you may be charged a fee for a balance inquiry even if you do not complete a withdrawal or any type of fund transfer). Before the transaction is completed, the ATM/POS operator will disclose the fee that would be charged and you will be given the option of continuing the transaction or canceling the transaction. You understand and agree that the ATM operator may charge multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session.

3. Transfers/Inquiries: A fee may be charged for each transfer and each inquiry you make with your ATM/Debit Card at a nonproprietary ATM or POS facility. For transfers, the fee will be charged to the account the funds are being transferred into. For inquiries, the fee will be charged to the account on which the inquiry is made. The fee will not be charged for transfers or inquiries made at ATMs the Credit Union owns.

TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS- Limitations on the frequency and dollar amounts of transactions made to and from your account(s) EFT transactions are as follows:

1. Deposits at non-proprietary ATMs and POS to your Share Savings or Share Draft Checking Account are limited to the amount set by the nonproprietary ATM and POS owner per 24-hour period.
2. Cash withdrawals at ATMs are limited to the lesser of either: a total daily (24 hour period) maximum of \$1,005 per card or the maximum amount permitted by the ATMs owner/sponsor. No withdrawal can be made for less than \$1. NOTE: These are limits imposed by the Credit Union. Transactions done at another institution's ATMs may be subject to different limits as established by the ATM owner/sponsor.
3. Your purchases and withdrawals may not exceed the amount available in your account. If we do permit you to create a negative balance in your account, you agree to repay this balance promptly upon our request.
4. For security reasons, there may be additional limits on the number and types of EFT transactions you may make.

DOCUMENTATION OF TRANSACTIONS-

1. You will receive or have the option to receive a receipt at the time you make any transaction from or to your account at an ATM or POS facility.
2. You will receive a statement monthly showing all electronic fund transfers during the period covered by the statement.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS- TELL US AT ONCE if you believe your ATM/Debit Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made 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 two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within sixty days after the statement was mailed to you, you will not get back any money you lost after the sixty 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 above time periods.

ADDRESS AND TELEPHONE NUMBER- If you believe your ATM/Debit Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (800) 836-8010 or write us at Pittsford Federal Credit Union, P.O. Box 726, Mendon, NY 14506, send us a facsimile transmission at (585) 624-7939, or contact us through the Internet at PittsfordFCU.org.

BUSINESS DAYS- Our business days are Monday through Friday. Federally observed holidays are not included.

CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS- If we do not complete a transfer to or from your account(s) on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

1. through no fault of ours, the available balance in your account is insufficient to make the transfer;
2. the ATM was not working properly and you knew about the breakdown when you started the transfer;
3. the ATM where you were making the withdrawal does not have enough cash;
4. your funds are subject to a court order or other encumbrance restricting such transfer;
5. the right to use your card has been canceled or our failure to complete the transaction is justified by a provision of this Agreement or any other agreement between you and us concerning your account or by law or applicable regulation; or
6. circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS- Telephone us at (800) 836-8010 or write us at Pittsford Federal Credit Union, P.O. Box 726, Mendon, NY 14506, as soon as you can if you think your periodic account 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.
- 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. 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 provisionally 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 provisionally 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 we have provisionally credited your account during the investigation and determine that there was no error, we will notify you of the date on which we will debit your account and the amount to be debited. You should make certain that your account contains sufficient available funds to cover this debit.

TERMINATION- We may cancel your privilege to use the card at any time for any reason. The cancellation will take effect immediately unless we determine otherwise. As soon as you learn of the cancellation, you must stop using the card and return the card to us at once. If you use your card at a Terminal after we have canceled your right to use the card, it may not be given back to you. You may terminate your participation in any of the Programs, but you must do so by writing to us at the address we have given you. Your participation shall be terminated on the business day after we receive your written notification. You agree not to close out your account unless you first notify us and stop using the Machines and Terminals. You also agree to pay us for any cash or services which remain unpaid after termination.

DISCLOSURE OF ACCOUNT INFORMATION- When performing any transaction by phone or in person, credit union may require the use of a PIN number or other acceptable means of identification. In the regular course of business, we will disclose information about your account or the transaction affecting your account:

- Where it is necessary for completing transfers.
- In order to verify the existence or condition of your account to a third party such as a credit bureau or merchant.
- In order to comply with applicable laws, governmental regulations or legal process.
- If you give us your written permission.
- As explained in our Privacy Policy.

NOTICES AND CHANGES OF ADDRESS- Any notice we send you will be sent by regular mail to your mailing address (or to your email address if you have agreed to receive notices electronically) as currently shown in our records. You must promptly notify us of any change in your address to ensure you receive your statements and other important notifications as soon as possible. You may change your address in person, in writing, by phone or logging into Internet Banking and sending a secure notification.

EVIDENCE- In any legal proceeding involving this Agreement or your Card, a copy of this Agreement kept by us in the regular course of our business shall be admissible in evidence as an original of this Agreement.

CONFLICTS- If any part of this Agreement conflicts with any applicable law or regulation, the law or regulation will control. If any part of this Agreement is determined by a court to be invalid, the rest will remain in effect.

CARDS ISSUED TO MORE THAN ONE PERSON- If cards relating to your account(s) are issued to more than one person, all those persons will be individually and jointly liable under this Agreement. We can send or deliver any notice concerning this Agreement or any Cards to any one of them, and it will be binding on all of them.

APPLICABLE LAW- Any legal question concerning this Agreement or your Card(s) will be decided in accordance with New York State law and, to the extent applicable, Federal law.

ENTIRE AGREEMENT- This Agreement constitutes the complete agreement between you and us concerning EFT Services. By performing any EFT or authorizing someone else to do so with respect to your account, you agree to be bound by all of the provisions of this Agreement.

CHANGES IN THE AGREEMENT- The Credit Union may change the terms of this Agreement at any time and will let you know of changes by providing notice as required by law.