

Jacksonville Firemen's Credit Union

Main Office
2205 Haines Street
Jacksonville, FL 32206

Phone: (904) 353-4788 Toll Free: (800) 566-1533 Fax: (904) 632-2337

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the Electronic Funds Transfer (EFT) services offered to you by Jacksonville Firemen's Credit Union (Credit Union). In this Agreement, the words **you** and **yours** mean anyone who signs the Master Membership Application 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 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 a Master Membership Application 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.

EFT SERVICES - If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

1. **Debit Card ATM Transactions.** You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Cirrus, Credit Union 24, Star, Visa Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your card to:

- Make Deposits to your checking accounts.
- Withdraw funds from your checking account(s)
- Make transfers from checking to savings
- Obtain balance information for your share and share draft accounts.
- Make POS (Point of Sale) transactions with your Card and PIN (Personal Identification number) to purchase goods or services at POS Terminals that carry Cirrus, Credit Union 24, Star, Visa network logos.

The Following limitations on frequency and amount of ATM transactions may apply.

- There is no limit on the number of cash withdrawals you may make in one day.
- You may withdraw up to a maximum of \$200.00 in any 24-Hour period, if there are sufficient funds in your account.
- You may make up to \$200.00 POS (Point of Sale) transactions per 24 hour period.

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

2. **VISA® Check Card.** You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your share draft account. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Cirrus, Credit Union 24, Star, Visa Networks and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your card to:

- Make deposits to your share savings and share draft accounts.
- Withdraw funds from your share savings and share draft accounts.
- Make transfers from share savings and share draft.
- Obtain balance information for your share savings and share draft accounts.
- Make POS (Point-of-Sale) transactions with your Card to purchase goods or services at participating merchants up to \$1,500.00 per 24 Hour period.

3. **Sparky Transactions.** You may access your account by telephone 24 hours a day at (904) 353-4788 using your personal identification number, to:

- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Make payments from checking to loans
- Make payments from savings to loans
- Get information about:
 - The account balance of checking, savings, certificate of deposit, line of credit or loans
 - The withdrawal history about checking or savings
 - The deposit history about checking or savings
 - The transaction history about checking or savings

The Credit Union reserves the right to refuse any transactions 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 a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

4. **Preauthorized EFTs.**

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings and checking account.

- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings and checking account.
 - For share accounts except Reg-D, no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month and 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.
5. **Electronic Check Transfers.** When you authorize a merchant to electronically debit your share draft/checking account, the transaction is an electronic funds transfer that is subject to this EFT Disclosure Agreement. For example, paying bills directly by phone.
 6. **Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: a) pay for purchases b) pay bills.

CONDITIONS OF EFT SERVICES

1. **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.
2. **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.
3. **Foreign Transactions. Currency Conversion.** When you use your ATM/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, plus 1 percent of the transaction amount, which may be billed separately on your account or included in the transaction amount. This 1% adjustment is made for all international transactions regardless of whether there is a currency conversion associated with the transaction. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.
4. **Security of Access Code.** You may use one or more access codes with your electronic funds 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 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 loss, we may terminate your EFT services immediately.
5. **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 and checking 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 account owner.

FEES AND CHARGES - There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. If you use an ATM that is 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. Please refer to the Rate and Fee Schedule for applicable fees.

NOTICE REGARDING ATM FEES BY OTHERS. If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

Fees are implemented by VISA®/ATM and not your Credit Union.

MEMBER LIABILITY

Tell us at once if you believe your card or any access code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two(2) business days, you can lose not more than \$50.00 if someone uses your Card 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, and we can prove that we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00

Also, if you do not tell us within sixty (60) days after the statement was mailed you, you may not get back money lost after the sixty (60) days if we can prove we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission.

In the event you are unable to call, please write to:

Jacksonville Firemen's Credit Union
2205 Haines Street
Jacksonville, Florida 32206-0996