



Electronic Funds Transfer Disclosure

The purpose of this disclosure is to make you aware of your rights under the Electronic Funds Transfer Act. Unless otherwise indicated, the provisions of this section apply to consumer accounts only.

Types of Electronic Funds Transfers You May Make

Freedom Credit Union's Electronic Funds Transfer services include the following:

- Withdrawal of cash from your account.
- Deposits to your account.
- Transfer of funds between your accounts.
- Cash advances from your line of credit account.
- Payment for purchases at places that have agreed to accept one of our cards.
- Payment of bills directly from your account by using Online Banking in the amounts and on the days you request.

Some of these Electronic Funds Transfers may be conducted by the use of a Telephone Teller Personal Identification Number ("PIN") and an Online Banking password ("Password"). Some of these Electronic Funds Transfers may be conducted by the use of a Freedom Credit Union Automated Teller Machine (ATM) Card/ Visa Check Card ("Card") and/or a Personal Identification Number ("PIN"). Some of these Electronic Funds Transfer services may not be available at all terminals.

If you pay for something with a check, you may authorize your check to be converted to an electronic funds transfer. You may also authorize merchants to electronically debit your account for returned check fees. You authorize the electronic transaction through the merchant, either expressly in writing, or the authorization is implied by a sign posted at the merchant that the conversion will occur.

Limitations on Electronic Funds Transfers

You may use your Card and/or PIN to withdraw up to \$500 each day (\$300 each day for accounts that have been open 30 days or less) at ATMs. You may use your Card and/or PIN to make purchases up to \$2,000 per day (\$500 per day for accounts that have been open for 30 days or less).

For security reasons, we may also impose limits on the frequency of use of your Card each day. You may use your PIN and Password to pay up to 250 payees/merchants by Bill Payer withdrawals from your checking account through Online Banking services.

We reserve the right to limit the amount of online access per month or per session for Online Banking services.

Fees

Fees for Electronic Funds Transfers are disclosed on the Credit Union's Fee Schedule. The Fee Schedule is published annually, available on our website, or upon request by calling 215-612-5900.

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

- (1) Terminal transfers: You can get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminal.
- (2) 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 the following telephone numbers to find out whether or not the deposit has been made:
Main Office 215-612-5900
Telephone Teller 215-612-5919
- (3) Periodic statements. You will get a monthly Account statement, unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

Consumer Liability

Notify us **AT ONCE** if you believe your Card, Password, or PIN has been lost or stolen. Telephoning is the best way of minimizing your potential losses. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your Card, Password, or PIN without your permission. If you believe your Card, Password, or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card, Password, or PIN without your permission.

If you do **NOT** tell us within 2 business days after you learn of the loss or theft of your

Card, Password, or PIN, and we can prove we could have stopped someone from using your Card, Password, or PIN without your permission if you had told us, you could lose as much as \$500.

If the transaction was made with your Card or Card number without your permission and the transaction was a Visa transaction, you will have no liability.

Also, if your statement shows transfers that you did not make, 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 of the 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 may extend the time periods.

Notification

If you believe your Card, Password, or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call the Credit Union's main office at 215-612-5900 or write to:

Freedom Credit Union
CenterPointe Office Center
626 Jacksonville Road, Suite 250
Warminster, PA 18974

You may also send your notification via secure email by selecting the "Send a Secure Message" option in the "Support" section of Online/Mobile Banking.

Business Days

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Credit Union Responsibility 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 available funds in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the ATM 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) If your Card or PIN have been reported lost or stolen, and you are using the reported Card or PIN.
- (7) If we have reason to believe the transaction requested is unauthorized.
- (8) If you attempt a transaction that is not a permitted transfer as listed above.
- (9) There may be other exceptions stated in our agreement with you.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers:

Telephone us at 215-612-5900, write us at CenterPointe Office Center, 626 Jacksonville Road, Suite 250, Warminster, PA 18974, or contact us via secure email by selecting the "Send a Secure Message" option in the "Support" section of Online/Mobile Banking 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.
- (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.

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 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 within 10 business days, we may not 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 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.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations to this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Confidentiality

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- In order to comply with government agency or court orders, or
- If you give us your written permission.

Refer to the Freedom Credit Union Privacy Policy for more information.

Stop Payments

- (1) **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's how:

Call us at (215) 612-5900, or write us at CenterPointe Office Center, 626 Jacksonville Road, Suite 250, Warminster, PA 18974 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. (We may charge you \$10.00 for each stop-payment order you give.)

- (2) **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.)
- (3) **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.
- (4) **To discontinue an already authorized debit, we require an ACH affidavit to be signed.** To receive an affidavit, call us at 215-612-5900.

For Business Members

Provisional Payment Disclosure

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid [you] in the amount of such entry.

Notice Disclosure

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law Disclosure

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Pennsylvania as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

ATM Card and Visa Check Card Agreement

1. Scope. By signing and/or using or allowing others to use the Automated Teller Machine ("ATM") Card/Visa Check Card ("Card"), you agree to the following rules and conditions governing the use of ATMs and the Card. This agreement and all transactions in connection with your account shall be subject to the rules and regulations governing ATM operations, and all other bank machines, check cards, electronic funds transfers, and all other types of transactions, and as to such transactions, each shall be subject to all applicable laws, federal laws, clearing house rules, operating letters, rules and regulations now or hereafter enacted by governing regulatory authority, including, but not limited to, the Federal Reserve Board and the National Credit Union Administration.

2. CO-OP Services. You may use your Card and Personal Identification Number ("PIN") at any CO-OP ATM located in Alabama, Arizona, California, Colorado, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Maryland, Michigan, Missouri, Montana, Nevada, New Jersey, New Mexico, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Utah, Virginia, Washington, West Virginia, Wyoming, and any other state that may be added at a later date to conduct withdrawals, transfers, line of credit advances or balance inquiries for each of the accounts you have requested to be accessed by the Card. You may use your card and PIN at any CO-OP ATM located in Pennsylvania, New Jersey, Delaware and any other state that may be added at a later date to conduct deposits. NOT ALL CO-OP ATMs MAY ACCEPT DEPOSITS. THERE MAY ALSO BE LIMITS ON THE AMOUNT OF FUNDS WHICH YOU MAY DEPOSIT IN CERTAIN CO-OP ATMs.

3. PLUS SYSTEM Services. You may use the Card with your PIN at any PLUS SYSTEM ATM located throughout the United States, the Commonwealth of Puerto Rico, Canada, Great Britain, and those foreign countries that may be added at a later date to conduct withdrawals, transfers, line of credit advances or balance inquiries.

4. Other ATM Network Access. From time to time we may make arrangements with other ATM networks to grant access to the Card. We shall inform you when such arrangements are made and describe the services which are made available to you, and any charges, at that time.

5a. Purchase Transactions—ATM Card. You may use the Card with your PIN at any retail establishment ("Merchant") where the Card is accepted to purchase goods and services and/or to obtain cash where permitted by the Merchant ("Purchase").

5b. Purchase Transactions—ATM Card/Visa Check Card. The amount of all Purchases will be deducted from your Checking Account. When you make a Purchase using the Card you will be requesting us to withdraw funds from your Checking Account (including associated overdraft options) in the amount of the Purchase and directing or ordering us to pay these funds to such Merchant. Approval of the transaction is subject to availability of funds in your account. In the event that a purchase exceeds the available funds in your account, this agreement may be terminated by FCU and FCU may demand immediate payment of any and all amounts overdrawn. Any Purchase refund made by a Merchant will be posted to your Checking Account.

6. Limitations on the use of the Card. You may use the Card to withdraw up to \$500 each day (\$300 per day for accounts that have been open 30 days or less) at a CO-OP ATM, PLUS SYSTEM ATM, and other ATMs which we inform you are available for you to use and to make purchases up to \$2,000 per day (\$500 per day for accounts that have been open 30 days or less) at Merchants provided the funds are available in your account(s). The day for withdrawal and purchase limits starts at 10:01 a.m. (Visa Check Card) or 3:01 p.m. (ATM Card) and ends at 10:00 a.m. (Visa Check Card) or 3:00 p.m.

(ATM Card) on the following day. There are also certain limitations on the frequency of use of the Card each day which are imposed, but, for security purposes, are not disclosed. You will be denied the use of the Card if you (i) exceed the daily withdrawal or purchase limit, (ii) do not have adequate funds available in your account, (iii) do not enter the correct PIN, (iv) attempt to use the card after it has expired, or (v) exceed the frequency of usage limitation. The receipt provided by the CO-OP ATM, PLUS SYSTEM ATM, or Merchant terminal will notify you of the denial.

There is a limit on the number of such denials permitted. Attempts to exceed the limit may result in machine retention of the Card at an ATM. The number of attempts that result in machine retention of the Card is not revealed for security reasons. We may also reduce your daily transaction limits or suspend your ability to use your ATM/ Debit card if you have repeated overdrafts on your deposit accounts or use your card in a fraudulent manner.

7. Charges for Transactions. We reserve the right to change our fee schedule from time to time and to charge your account in accordance with Freedom Credit Union's fee schedule, which is published annually, available on our website, or upon request by calling 215-612-5900.

8. Deposit and Funds Availability Information. Deposits made at CO-OP ATMs are posted to your account(s) according to the rules and regulations of those account(s) and our Funds. Availability disclosure, a copy of which has been provided to you or is available upon request. You may not deposit any foreign currency or checks. Freedom Credit Union reserves the right to verify the items so deposited before such funds are made available to you; however, the availability of your deposit depends on the type of account in which you deposit your funds, the type of deposit and whether the CO-OP ATM is operated by Freedom Credit Union or another financial institution. Consult the rules and regulations of the particular account to which you are depositing your funds and our Funds Availability disclosure for more information about when your deposited funds will be available for withdrawal.

9. Security of Card and PIN. You agree to take all necessary precautions to minimize risk of loss, theft, or unauthorized use of the Card and to keep the card separate from your PIN. You will notify Freedom Credit Union immediately of any changes in address or in the event the card is lost, stolen or misused by contacting Freedom Credit Union.

10. Pennsylvania, New Jersey and Delaware Option. You may deliver cash, checks and other items at most CO-OP ATMs located in Pennsylvania, New Jersey and Delaware for transmission to us for deposit to your account(s). However, some CO-OP ATMs may not accept such items for deposit and certain other CO-OP ATMs may limit the amount of funds you deliver for transmission to us for deposit to your accounts. You may not deliver such items at CO-OP ATMs located in states other than Pennsylvania, New Jersey or Delaware. If the dollar amount on the items presented differs from the amount you have indicated to the CO-OP ATM, we will adjust your account(s) to reflect the amount we have received and advise you of any difference.

11. Summary of Member Responsibilities.

- a) The Card is and will remain the property of Freedom Credit Union and is not transferable.
- b) The Card will be returned to Freedom Credit Union upon request or when you close your account. You agree that FCU will make such a request for reasons including, but not limited to, misuse of the Card or fraud.
- c) You agree that, if the balance in your account is not sufficient to pay the transaction amount, and you do not have an approved Overdraft Line of Credit, FCU may terminate this agreement and demand immediate payment of the amount overdrawn.
- d) You agree to take all necessary precautions to minimize risk of loss, theft, or unauthorized use of the Card and to keep the Card separate from your PIN and that the responsibility for safeguarding the secrecy of your PIN rests exclusively with you.
- e) You will notify Freedom Credit Union immediately of any changes in address or in the event the card is lost, stolen or misused by contacting Freedom Credit Union.
- f) You agree that your share account balance, checking account balance or available overdraft protection will control all transactions made with the Card.
- g) Freedom Credit Union reserves the right to process transactions made with the Card at any time of day, even though this may affect the balances available for processing other transactions including, but not limited to, check clearings.
- h) In accordance with the statutory lien regulation, you grant Freedom Credit Union the right to apply the balance of deposits/shares and/or dividends in your Deposit/Share Accounts to satisfy any financial obligation(s) to Freedom including, but not limited to: loan payments, fees, amounts due, or such additional charges as may be imposed by Freedom from time to time.

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