

H. ELECTRONIC FUNDS TRANSFERS

This part of this Agreement contains important information about some of our electronic banking services. The terms of this part include the instructions and other material provided by the System (as defined below) for the EFT Services you access.

DEFINITIONS: In this part, these words have the following meanings:

ATM means an automated teller machine either operated by the Credit Union or that is part of a network that accepts the Card.

Business day(s) means Monday through Friday, excluding holidays.

Card means the access device we issue you that permits you to use ATMs, POS Terminals and, in the case of Visa Check Cards only, merchants and financial institutions who accept Visa to conduct Transactions. The term includes ATM Cards (that bear our logo, but not the Visa logo), Visa[®] Check Cards and Visa HSA Debit Cards (that bear both our logo and the Visa logo).

EFT Service(s) means all of our electronic banking services except Online Banking, including ATM Cards, Visa Check Cards, Visa HSA Debit Cards, electronic direct deposits and debits, Contact-24 and one time electronic fund transfers initiated using information from a check.

System means the components that permit you to make Transactions through the EFT Services, such as ATMs, POS Terminals, telephone lines and equipment, and the ACH system.

PIN means the Personal Identification Number or personal security code, whether one or more than one, that you choose or we assign that allows you to access one or more EFT Services.

POS Terminal means an electronic Point-Of-Sale terminal that is part of a network that accepts the Card to pay for purchases from your Primary Checking account.

Primary Account means the account, whether one or more than one, that you designated as your Primary account(s) for certain EFT Services.

Primary Checking Account means the checking account you designated for access to certain EFT Services as described below.

Visa Purchase(s) means the use of a Visa Check Card or Visa HSA Debit Card to purchase goods or services from a merchant, or to obtain cash from a financial institution, who processed the Transaction as a Visa Transaction and did not require a PIN.

1. General Terms.

Section H.1 contains terms and disclosures that apply to all EFT Services. Sections H.2 through H.4 contain additional information that applies to specific types of EFT Services.

- a. **Access.** Only an authorized signer for all accounts being registered for EFT Services may request access to the EFT Services through

our procedures for the applicable EFT service. If you want to add other accounts later, send a request through the "Customer Service" screen on the Web site or contact us as described in Section C.4.

- b. Designation of Accounts and Request for EFT Services.** You request that we make each of your accounts designated as part of an application available for access through the EFT Services you specify. You request us to include those accounts and EFT Services that you designate in the future through a method acceptable to us. You promise that you are authorized to make all such requests and to have such accounts and EFT Services included.
- c. Your Liability for Unauthorized Transfers.** If you believe your Card has been lost or stolen, or that your PIN has been discovered by someone else, or that someone has conducted or may conduct a Transaction without your permission, contact us immediately as described in Section C.4. You should also contact us as described in Section C.4 if you believe a Transaction has been made using the information from your check without your permission. Calling us is the best way to reduce possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you learn of the loss or theft of your Card/PIN and tell us within 2 business days, you can lose no more than \$50 if someone used your Card/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/PIN, and we can prove we could have stopped someone from using your Card/PIN without your permission if you had told us, you could lose as much as \$500. You will not be liable for any unauthorized Visa Purchases unless we determine that you were grossly negligent or fraudulent in the handling of your account or Visa Check Card/Visa HSA Debit Card.

Also, if your statement shows Transactions that you did not make, including those made by Card, code or other means, notify us at once. If you do not notify us within 60 days after the statement was mailed to you, you may not get back any money you lost, if we can prove that we could have stopped someone from taking the money had you told us in time. If good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit. Notice of lost Cards or PINs or unauthorized Transactions is considered given to us either in person, by telephone or in writing. If you notify us in writing, notice is considered given at the time you place the notice in the mail or when you deliver the notice for transmission by any other means.

- d. Errors or Questions About Your Electronic Transactions.** Contact us at the number or address in Section C.4 as soon as possible, 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.
 - (i) Tell us your name and account number (if any).
 - (ii) Describe the error or the Transaction you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
 - (iii) 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. For Visa POS Purchase Transactions, we will credit your account within 10 business days.

We will tell you the results within 3 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.

- e. **Periodic Statements; Receipt and Confirmation.** You will receive a monthly statement for any account that has a Transaction that month. In any event, you will get a statement at least quarterly. (Information on receipts that may be available are discussed in Sections H.2-4).
- f. **Limitations on Frequency and Dollar Amount of Transactions.** Federal banking regulations that restrict transfers and withdrawals from certain accounts are discussed in Section D.3. There are additional limitations on the dollar amount and/or number of Transactions that you may make under the various EFT Services per processing cycle (approximately daily) and they are discussed in greater detail in Sections H.2-4 below. In all cases, security concerns may lead to other limits on the number or dollar amount of Transactions you may make from time to time.
- g. **Liability for Incomplete Transactions.** If we do not complete a Transaction to or from your account on time or in the correct amount according to this part, we will be liable for your losses or damages. However, there are exceptions to our liability. We will NOT be liable, for instance:
 - If, through no fault of ours, you do not have enough money (available funds) in your account to make the Transaction.
 - If the Transaction would go over the credit limit on your overdraft line.
 - If the ATM where you are making the Transaction does not have enough cash.
 - If the System was not working properly and you knew about the breakdown when you started the Transaction.
 - If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken.

- If you have not properly followed instructions for operation of the System.
 - If the funds in your account are subject to a “hold” due to legal process, similar encumbrance or as otherwise permitted in this Agreement.
 - If the Transaction would exceed one of the established limits contained in this part of the Agreement.
 - If we did not receive a direct deposit instruction.
 - If the account is dormant.
 - If your own components making up the System were not functioning properly.
 - If we received incomplete or inaccurate information from you or a third party involving the account or Transaction.
 - If we have a reasonable basis for believing that unauthorized use of your PIN or account has occurred or may occur.
 - If we or you have terminated this part of the Agreement or closed the account. There may be other limitations for the particular EFT Service in this part.
- h. Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the Transactions you make as described above in Section D.18.
- i. Availability of the EFT Services, Posting of Transactions and Time of Day.** Generally, you can use the EFT Services to access your accounts 24 hours a day, 7 days a week. It is necessary to suspend access to the EFT Services on a regular basis to perform maintenance tasks. We try to schedule maintenance during non-business hours, like weekends or at night. We can extend the periods or times when the EFT Services are unavailable to do more extensive maintenance, upgrades or to resolve system problems.
- Also, in determining the daily cut-off time that a Transaction is deemed to be initiated as of the day you enter it, consult Sections H.2-4. We can change these cut-off times without prior notice.
- j. Charging Your account; Available Balances to Make Transactions.** You authorize us to charge the account you designate for each Transaction and you will have sufficient available collected funds available in the account for this purpose. Refer to Sections H.2-4 for more information on the posting of Transactions. If any Transaction you request exceeds the balance of available collected funds in the account either at the time you request the Transaction or at any later time that your account is scheduled to be debited, we need not make such Transaction and will not be liable to you if we don't. If we elect to make such Transaction, an overdraft will be created.
- k. Fees.** See our *Schedule of Fees*.
- l. Termination.** At any time, we may terminate your right to make Transactions or cancel this part of the Agreement. We may give notice of termination or cancellation, but we are not obligated to do so. Your Card and/or PIN may not be used after we terminate it, or after your accounts are closed. You may terminate or cancel your right to use any EFT Service by giving us notice. Your notice of termination will become effective no later than the end of the

first business day following our receipt of your notice, except for Contact-24 where you must give us at least 3 business days advance notice. Termination by one account owner terminates the Card Service (and its PIN) only for that owner; termination by one account owner terminates Contact-24 for all account owners. Termination will not affect any liability incurred by you prior to termination.

m. Preauthorized Payments.

i. 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. Call us or write to us at the numbers and address indicated in Section C.4, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. You must tell us the company name of the payee-originator and the debit amount. Within 14 days, you must put your stop payment request in writing (if you called us). Within 14 days, you also must give us a copy of the notice to stop Transactions you gave to the payee-originator or we may honor subsequent debits to your account by the same payee-originator. The charge for stopping payment is listed in the Schedule of Fees.

ii. Liability for Failure to Stop Payment of Preauthorized Payments. If you order us to stop a preauthorized payment from your account 3 business days or more before the Transaction is scheduled, and we do not do so, we will be liable for your losses or damages as provided under law.

iii. Notice of Varying Amounts. If regular direct debits may vary in amount, the person you are going to pay is required to 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.)

2. ATM, Visa Check Card Use, Visa HSA Debit Card Use, ATM Services, and POS Services

These are the terms governing your use of Cards, ATM Services and POS Services, in addition to the terms in Section H.1. You must have a valid Visa Check Card, Visa HSA Debit Card or ATM Card and PIN (when required) to transact business at ATMs and POS Terminals.

a. Lost or Stolen ATM Cards, Visa Check Cards or Visa HSA Debit Cards. To report a lost or stolen ATM, Visa Check Card or Visa HSA Debit Card, call the numbers indicated in Section C.4 during normal business hours. Outside of these hours and on banking holidays, call our after hour telephone number listed in Section C.4.

b. Use of the Card and PIN; Cancellation. Only the individual to whom the Card has been issued may use the Card and PIN. We are not responsible for any loss if you let someone use your Card or PIN, even if their use exceeded your instructions. Transactions at an ATM or POS Terminal by the use of the Card and your PIN (if required) shall be deemed to be Transactions made or authorized by you, except as otherwise provided by law. See Section H.1.g for

limitations on liability. You may not use your Card for gambling (including betting, lottery tickets, casino or online gambling) or for any illegal purpose.

The Card is our property. We may revoke or limit all Cards without liability or advance notice. You will give the Card back to us when we ask. You will not keep your PIN with your Card or write your PIN on your Card, the Card carrier or any paper you carry with the Card. A Card with the PIN written on it will be confiscated and privileges may be revoked. We may cause an ATM to retain your Card without notice to you. You may cancel ATM Service or use of your Card at any time after you give us written notice of cancellation. Your cancellation of ATM Service or your Card may act as a cancellation for any joint owners on your accounts who have been issued their own Cards. Any cancellation will not affect liability you incurred prior to termination.

c. Charges in Foreign Currency. Visa converts any Transaction made to the Visa Check Card (purchase, credit, cash disbursement, ATM, or reversals) in foreign currency to U.S. dollars. The currency conversion procedure that Visa International uses multiplies the foreign currency Transaction by an exchange rate to convert it into a U.S. dollar amount. The exchange rate between the Transaction currency and the billing currency used for processing international Transactions is 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 receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate is subject to change by Visa. The date the exchange rate is applied by Visa is either the date the Transaction is processed or the day before the date the Transaction is processed. This means that the exchange rate applied to your foreign Transaction may differ from the rate on the date of your Transaction. In addition, an International Transaction Fee of 1% of the Transaction amount will be assessed and will be shown independently of the Transaction on your statement.

d. Transaction Business Days. Transactions made on Saturdays, Sundays, banking holidays, or after the close of business on normal business days will be posted the next business day. Deposited funds may not be available for immediate withdrawal. See Part G for more details.

e. Types of Transactions. You may use your Card and PIN at any NASA Federal Credit Union ATM to:

- Make deposits into your account(s)
- Withdraw cash from your account(s)
- Transfer funds between your account(s)
- Determine the available balance in your account(s)
- Make loan payments on your Credit Union loan(s)
- Any additional options available at the ATM you are using

You may use your Card and PIN at any non-NASA FCU ATM that is part of a network that accepts the Card to:

- Withdraw cash from your Primary account(s)

- Transfer funds between your Primary account(s)
 - Determine the available balance in your Primary account(s)
- f. **Purchases at POS Terminals.** You can buy goods and services with your Card and PIN at any POS Terminal that is part of a network that accepts the Card. Payment for these purchases will be withdrawn from your Primary Checking account. As part of the purchase, you may be able to get cash back, depending on the policies of the merchant of the goods or services.
- g. **Visa Check Card/Visa HSA Debit Card Use to Obtain Cash Advances and Make Visa Purchases.** In addition to using your Visa Check Card/Visa HSA Debit Card at ATMs and POS Terminals, your Visa Check Card/Visa HSA Debit Card is accepted at any Visa merchant location or any Visa member bank branch. You can use your Visa Check Card/Visa HSA Debit Card and your signature to make Visa Purchases at Visa merchant locations just as you would with a credit card. You also can use your Visa Check Card and signature to obtain cash advances at any member bank branch. Using your Visa Check Card is another way of accessing your Primary Checking account and each use will result in a debit against your Primary Checking account. You authorize us to debit or credit, as applicable, your Primary Checking account for the total amount of any purchase, authorization request, cash withdrawal or credit voucher originated by use of the Visa Check Card. Your Visa HSA Debit Card accesses your HSA account and each use will result in a debit against your HSA account. You authorize us to debit or credit, as applicable, your HSA account for the total amount of any purchase, authorization request, cash withdrawal or credit voucher originated by use of the Visa addition, the HSA Debit Card. The Visa HSA Debit Card should only be used for qualified medical expenses and any non-qualified expenditure must be reported to the Internal Revenue Service (IRS). All distributions made using the Visa HSA Debit Card will be reported to the IRS as a normal distribution.
- h. **Limitations on Dollar Amount of Transactions with Your Card.** The limit on cash withdrawals at ATMs per processing cycle (approximately 24 hour period, midnight to midnight) is \$500. We or the ATM owner may set additional limits on the amount of cash you may withdraw in one Transaction or during a specified period of time. For POS Terminal purchases with a Card when a PIN is required, including cash back at POS Terminals (if available), the limit is \$500 per processing cycle. When using a Visa Check Card/Visa HSA Debit Card to make Visa Purchases when no PIN is required, the limit per processing cycle is \$4,000. In any event, no withdrawals may exceed the available balance of the account (plus any overdraft credit line) from which the withdrawals or purchases are made. Other limitations are discussed in Section H.1.f.
- i. **Fees.** Refer to our *Schedule of 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 funds transfer). These fees are in addition to any fee we charge to perform withdrawals at non-NASA ATMs.

- j. **Stop Payments.** You do not have the right to stop payment on any Transaction originated by use of your Visa Check Card or Visa HSA Debit Card except for preauthorized payments (see Section H.1.m).
- k. **Receipts.** At your option, you will receive a printed record after each successful ATM Transaction. When you use your Card to perform VISA Purchases or Transactions at POS Terminals, your copy of the sales slip will be your **receipt**.
- l. **ATM and Night Depository Security.** Here are some important security tips to remember about your Card and PIN and when conducting ATM or Night Depository transactions. You should keep your Card secure, and:
 - Treat your Card like cash. Keep your Card in a safe place so it cannot be lost or stolen.
 - Memorize your PIN. Never write it on your Card or store it with your Card.
 - Check your Card receipts against your monthly statement to guard against fraud.
 - Report lost or stolen Cards at once. Even though your Card cannot be used without your PIN at an ATM, it is important to contact us as soon as you discover your Card is missing. If you do so, you will be issued a new Card.

When using ATMs or Night Depositories you should:

- Be aware of your surroundings, particularly during the hours of darkness.
- Be accompanied by another person during the hours of darkness.
- Refrain from displaying cash, place cash in a pocket as soon as the transaction is completed, and count cash in the safety of a locked enclosure such as a car or home.
- Use another location or return at a later time if anything suspicious is noticed.
- Cancel a transaction, place the access device in a pocket and leave if anything suspicious is noticed.
- Immediately report all crimes to us or the operator of the location and to local law enforcement officials.

3. Electronic Check Conversion and Direct Deposit and Direct Debit Service.

- a. 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:
 - i. Pay for purchases.
 - ii. Pay bills.
- b. We support recurring deposits directly into any of your accounts. This is a pre-authorized credit for items such as social security or payroll automatically deposited into your account. We also support recurring withdrawals directly from your account that you authorize for automatic payment of loans, services, insurance premiums, etc., called direct debits or regular payments. See Section D.3 for limitations on direct debits from savings and money market accounts.

- c. **Fees.** There are no fees imposed for these EFT Services at this time.
- d. **Confirmation of Deposits.** 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 may or may not receive proof of the deposit from the person or company making the deposit. If such person or company normally gives you notice of deposits, you will not receive any other notice from us. If the person or company does not give such notice, you can call us at the number indicated in Section C.4 or check on your periodic account statement to find out whether or not the deposit was made. You may also use Contact-24 or eBranch to access the information electronically.

4. Contact-24

Contact-24 generally gives you access to your accounts 24 hours a day, 7 days a week. A PIN must be used to access your accounts. You can reach us by secure e-mail within eBranch or at support@nasafcu.com.

- a. **Available EFT Services.** You may access your account through Contact-24 (Telephone Banking) to:
- Obtain balance and statement information
 - Review recent transaction information
 - Get loan advances from your lines of credit with us
 - Transfer funds between your accounts or Loan accounts
 - With authorization, transfer funds to other members' accounts
 - Request information and apply for other Credit Union products/services
- b. **Limitations on the Dollar Amount of Transactions.** You may transfer the available balance from an account to another account.
- c. **Fees.** Refer to the *Schedule of Fees*.