account are subject to legal process or other encumbrances restrict such transfer; (j) if your card has deteriorated or been damaged so that it does not function properly; (k) if your Card or PIN has been reported lost or stolen; (l) If you do not follow the procedures in this or any other agreement you have with us; (m) There may be other reasons under Federal or State law why we will not be liable; (n) If we did not complete the transaction because we reasonably suspected fraud or illegal activity.

VIII. OUR LIABILITY.

We shall not be responsible for any loss, damage or injury whether caused by the equipment, software and/or the Home Banking service, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment and/or software, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

IX. BUSINESS DAYS.

Our business days are Monday through Friday, excluding holidays.

X. ACCOUNT INFORMATION DISCLOSURE.

We will disclose information to third parties about your account or the transfers you make in the following instances; (a) where necessary for completing transfers; (b) as allowed by law in order to verify the existence and condition or your account for a third party, such as a credit bureau; (c) In order to comply with any law, court order or proper government request, such as subpoenas, tax information, regulatory examinations and reports of unusual cash transactions; (d) If you give us your written permission; (e) we may also provide information about you to our agents, auditors and collection attorneys; (f) If the holder of one of your checks requests whether it would be paid if presented at the time; (g) To government officials in connection with suspected violations of law; (h) to third parties if you owe us money and we must take legal action to get it; (i) when allowed to be disclosed under the State and Federal Privacy Laws.

XI. IF YOUR CARD OR CODE IS LOST OR STOLEN.

You agree to protect your access devices (i.e. card, PIN or Password). Disclosing your Password to a joint owner on one of your SVMCFCU accounts will give them access to all of your SVMCFCU accounts, whether or not they are joint on them. If you believe your Card and/or PIN and/or Password has been lost or stolen or that someone has withdrawn or transferred or may withdraw or transfer money from your account without your permission you must contact us. Call us at (203) 576-5588. If SVMCFCU is closed, call (800) 554-8969 to report a lost or stolen card. Or write us at St. Vincent's Medical Center Federal Credit Union, 2800 Main Street, Bridgeport, CT 06606. You may also report your card lost or stolen by logging into your home banking account and clicking on the maintenance tab.

XII. YOUR LIABILITY.

a)General. Tell us **AT ONCE** if you believe your Card, Pin or Password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 2 business days after you learn of the loss or theft, you can lose not more than \$50 if someone used your Card or PIN or Password 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 or Password and we can prove we could have stopped someone from using your Card, PIN or Password without your permission if we had been notified, you could lose as much as \$500. If your statement or our online account detail reflects any transfers or payments that you did not make, including those made by card, code or other means, tell us AT ONCE. If you do not tell us within 60 days after the first statement which reflected an unauthorized transfer(s) or payment(s) was mailed to you, you may not get back any money you lost after the 60 days, provided we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. Your role is extremely important in the prevention of any wrongful use of your accounts. You must promptly examine account statements upon receipt; (b) Special Rule for MasterCard Debit Card purchases. If your Card is a MasterCard Debit Card, other limits apply to the type of MasterCard Debit Card purchases described in Section III (b) above. For MasterCard Debit Card purchases only, you will generally have no liability for unauthorized transactions if you report the loss or theft. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, these special limitations on liability may not apply; (c) Collection Costs. If we have to go to court because you owe us money, you will pay all collection costs, including but not limited to attorney's fees that the court may award to us. If the decision is against us and in your favor, we will pay any attorney's fees which are awarded by the court.

XIII. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

If you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, call us at (203) 576-5588 or write to St. Vincent's Medical Center Federal Credit Union, 2800 Main Street, Bridgeport, CT 06606. We must hear from vou no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When contacting us, our agents will need the following information: a) Your name and account number, b) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information, c) Tell us the dollar amount of the suspected error. If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days. We will determine whether or not an error occurred within 10 business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. (Exceptions: For errors involving new accounts, point of sale or foreign initiated transactions, we may take up to 90 days to investigate, we will re-credit your account within 10 business days (20 days for new accounts or 5 days for MasterCard transactions) for the amount you think is in error. The provisional credit enables you to have the use of the money during the time it takes us to complete our investigation. Please note that if we ask you to put your complaint or question in writing and we do not receive it within 10 business days of our request, we may not credit your account. 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.

XIV. SURRENDER CARD.

The Card belongs to us. We can take it back at any time. You agree to surrender the Card when we request it.

XV. OUR RIGHTS WITH REGARD TO OVERPAYMENT.

If funds have been deposited into your accounts, to legally entitled, by mistake or otherwise; you agree that such amounts are debts owed from you to us and you authorize us summarily to withdraw such amounts from the account or any other account you have with us. We can do this without giving you prior notice or demand. We can also exercise our right of set-off to recover any such amount. (An example of such an overpayment to your account to which you are not legally entitled would be a Social Security payment received by direct deposit after your death.)

XVI. ACH AND WIRE TRANSFERS.

Your account may be subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state in which you have your account with us. By making transfers subject to Article 4A of the Uniform Commercial Code, you agree to the provisions included in this notice. If you originate a funds transfer for which SVMCFCU or other financial institutions involved use Fed Wire, and you identify by name and number or a beneficiary, we and every receiving beneficiary financial institution rely on the identity number to make the payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 (a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment or other credit.

XVII. ADDITIONAL SERVICES.

From time to time, SVMCFCU may announce additional services which will be available through electronic service. Your continued use of the services will indicate your acceptance of the terms and conditions presented at the time they are announced.

XVIII. NON-ENFORCEMENT OF OUR RIGHTS.

We can choose not to enforce or delay in enforcing any of our rights under this Agreement without losing them in the future.

XIX. AMENDMENTS.

We can change this Agreement, including, for example, adding or increasing fees. We will give you notice of these changes.



ELECTRONIC FUNDS TRANSFER AGREEMENT 11/1/2011

DEFINITIONS: "We", "us" and "our" refer to St. Vincent's Medical Center Federal Credit Union, (SVMCFCU). "You" and "your" refers to anyone who has an account with us and is authorized to use the applicable electronic funds transfers ("EFT"). "Account" refers to any share account at our credit union from or to which we allow EFT's. "Checking" and "Savings" refers to your Share Draft Checking and Share Savings Account designated for the EFT service for which you have applied. "PIN" refers, as applicable, to the personal identification number or code you agree to use to identify you when using an ATM, MasterCard Debit Card, OnCall24 Audio Service or Home Banking Internet Banking service. "Password" refers to the personal identification code you agree to use to identify yourself, in conjunction with your "PIN" when using the Home Banking Internet Banking service. These two codes need not be the same. "ATM" refers to any automated teller machine where you can use your Card and PIN. "Point of Sale" or "POS" transaction refers to a transaction in which you use your Card and/or PIN to pay for goods and services by debiting your checking account, whether or not an electronic terminal is used at the time of transaction. "Card" refers to the SVMCFCU ATM Card or MasterCard Bonus Debit Card (Refer to the MasterCard Bonus Debit Card brochure for additional terms and conditions). "Line of Credit" means the Home Equity Line of Credit or Overdraft Line of Credit, "NSF" refers to Non-Sufficient Funds. "Available Funds" means the money in your Account which can be withdrawn. Available funds may be less than the entire balance in your account if, for example, we have placed a "hold" against certain funds in your account for a certain number of days to allow a reasonable time for checks deposited to or cashed against your account to clear.

I. AGREEMENT.

By signing an application or by using your Card, Pin, Password or an EFT service, you agree to the rules in this Agreement for the type of EFT service that you use. You also agree that you will not use any EFT service to conduct an illegal transaction or to pay for an illegal purchase. You understand that we may cancel your ability to conduct EFT's if we have reason to believe that you have used an EFT service for an illegal activity or you have violated the Membership Share Contract Agreement.

II. WHAT IS AN "EFT"?

An "EFT" is a transfer of your funds into or out of your account at SVMCFCU which is initiated electronically, for example, by telephone, computer or ATM. We currently offer the following EFT services: (a) Direct Deposit – you can arrange for direct deposit to your account of Social Security benefits or other deposits, such as payroll, to be deposited to your account through the computer. (b) Preauthorized Payments – You can arrange to have payments or transfers made from certain accounts

automatically. These payments or transfers are made to third parties such as insurance and utility companies. (c) OnCall24 Audio Service - if you have applied for our telephone transfer service you may access your account by telephone 24 hours per day at (203) 333-9079, using your PIN, a touch tone phone and your account number, to 1) Transfer funds from your checking or any share savings accounts to another of your share accounts, or to a share account of another member 2) Transfer funds from your Overdraft Line of Credit to your share accounts or to a share account of another member 3) Make payments from your share accounts to your loan accounts with us, or to a loan account of another member 4) Request a withdrawal by check from any of your share accounts. 5) Request a loan advance by check from your Overdraft Line of Credit 6) Obtain information such as account balances or transaction histories of your share accounts or loan accounts 7) Change your OnCall24 PIN (which will change vour Home Banking PIN). Any transfer made after 8:00 PM EST may result in a delay in posting the transfer until the next business day. Each individual transaction is limited to a maximum of \$10,000. To make a transfer or payment to the account of another member, that account must be designated on your Member to Member Transfer set up. Any check requested in Section II (c) 4 and 5 will be mailed by the next business day. Please also see the Limitations on Transfers, Section III (e) regarding limitations that apply to telephone transfers; (d) Home Banking Internet Banking. If you have applied for our internet banking service, you may access your account online 24 hours a day at www.svmcfcu.org using your PIN, password and account numbers to 1) Transfer funds from your checking or any share savings accounts to another of your share accounts or to a share account of another member 2) Transfer funds from your Overdraft Line of Credit to your share accounts or to a share account of another member 3) Make payments from your share accounts to your loan accounts with us, or to a loan account of another member 4) Request a withdrawal by check from your Overdraft Line of Credit 5) Request a loan advance by check from your Overdraft Line of Credit 6) Obtain information about account balances or transaction histories of your share accounts or loan accounts. 7) Change vour OnCall24 Audio/Home Banking PIN or Home Banking password. Any transfer made after 8:00 PM EST may result in a delay in posting the transfer until the next business day. Each individual transaction is limited to \$10,000. To make a transfer or payment to the account of another member, that account must be designated on your Member to Member Transfer set up. Any check requested in Section II (d) 4 and 5 will be mailed on the next business day. Please also see the Limitations on Transfers, Section III (e): (e) Services available through an ATM. You may use your Card and PIN to do the following through an ATM: 1) You can withdraw Available Funds from your checking and savings account 2) You can transfer Available Funds between your checking and savings accounts 3) You can obtain balance information on your savings or checking account (f) Other Services available with your Card and PIN. You can pay for purchases by accessing your checking account at merchants that have agreed to accept the Card and PIN. At the time of the purchase, you may also be able to withdraw cash, subject to cash availability. If you have a MasterCard Debit Card, vou can also use your Card to make purchases at merchants that accept MasterCard (g) Limitation on Availability of Services. Some of these services may not be available at all ATM's or POS terminals. We are a member of Accel/Exchange, MasterCard, Cirrus and Allpoint networks; from time to time we may add or change networks. All of the transactions described in Section II (e) and (f) may not be available at all ATM's or POS terminals where you can use your Card and different limitations on withdrawals and other transfers may apply. Certain merchants may accept

the MasterCard Debit Card for POS transaction that are not processed electronically; (h) Electronic Check or draft conversion: Your check or draft can result in an electronic funds transfer. This can happen in several ways. For example, 1) You can purchase goods or pay for services and authorize a merchant or service provider to convert your check or draft into an electronic transfer, 2) at the time you offer a check or draft to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check or draft is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer (EFT) and funds may be withdrawn from your account as soon as the same day you make your payment. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

III. LIMITATIONS ON TRANSFERS.

We may limit the transaction amount and type of account to or from which we will allow EFTS (a) ATM and POS Transactions (using a PIN). You may use your card to withdraw from ATM's or POS transactions. with the use of a PIN, a total of no more than \$400 in cash and merchandise per day, per account. Transactions permitted and withdrawal amounts may vary according to the limits set by each ATM owner. Withdrawals at non-SVMCFCU ATM's may be assessed a fee according to our Fee Schedule. If a negative (overdraft) balance in your account results from the use of your Card, you will pay us on demand this negative balance, and you will also pay us a NSF fee according to our Fee Schedule; (b) MasterCard Debit Cards. If your Card is a MasterCard Debit Card, in addition to your \$400 ATM withdrawals in cash as described above, you may conduct signature based transactions totaling up to \$1,000 at merchants that accept MasterCard cards: 1) the use of the MasterCard Debit Card to purchase goods and services at merchant locations or to withdraw cash from an ATM will constitute a simultaneous withdrawal from and/or demand upon your checking account, even though the transaction may not actually be posted to your checking account until a later date. Transactions will be posted to your checking account in the order and with the same legal effect as checks drawn on the account; (2) any hold placed on your account may reduce the available funds in your account so that other checks or POS transaction presented to us for payment may not be paid, other POS transactions may not be authorized, or checks may be returned. You agree to relieve us of any liability for placing a hold on the account as agreed; (3) If a negative (overdraft) balance in your account results from the use of the MasterCard Debit card, you will pay us on demand this negative balance, and you will pay us a NSF fee according to our Fee Schedule; (4) SVMCFCU shall not be responsible for the refusal of any merchant, provider of services, bank or ATM to honor any card. Even though your checking account may have a balance sufficient to cover a requested transaction, you recognize that electronic terminals, merchants, financial institutions and others, who accept the MasterCard Debit Card, or the account number on the MasterCard Debit Card, may not be able to determine your actual balance. Therefore, SVMCFCU is not liable for the refusal or inability of such terminals or persons to honor the MasterCard Debit Card; 5) Merchants and others who honor the MasterCard Debit Card may give credit for returns or adjustments, and they will do so by initiating a credit to SVMCFCU, which amount we will credit to your checking account; 6) MasterCard Debit Card International transactions will be charged to your account in U.S. Dollars. We will use as the exchange rate for MasterCard Debit Card transactions

either the (i) wholesale market rate determined by MasterCard International Inc. or (ii) the government-mandated rate, for the processing cycle by which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International Inc. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. NOTE: MasterCard International Inc. charges this credit union a 1% commission on foreign currency conversion. We reserve the right to recover this charge through an added fee or direct billing to your checking account statement. (c) Available Funds. You may not withdraw more than the total of Available Funds on that day. This limit applies to the total of withdrawals and the total POS transactions from your accounts: (d) Other Limitations. For security reasons, there are other limits on the number of transfers you can make using your Card. During a malfunction of an ATM, our computer system or the ATM's system, we may limit the dollar amount and type of EFT's you can make including the types of accounts you can access with an ATM. Other limitations may apply at ATM's of other institutions; (e) Limitations on Transfers from share Savings Accounts. You can make up to six (6) withdrawals by preauthorized, telephone or internet banking transfers per month from each individual share savings account. Transfers from your share savings account to pay overdrafts on your checking account are included within your six transfers. More than six (6) transfers per month will be assessed a fee according to our Fee Schedule, for each occurrence; although Oncall24 and Home Banking transactions will not be allowed once the six (6) transfers (of any combination of the limited transfers above) per month have been made. Of the six (6), no more than 3 transfers or payments may be made to a third party by check or debit card. Point of Sale transfers are not allowed from a share savings account. Your automatic overdraft coverage to your checking account from your share accounts will be discontinued if you have more than six (6) transactions per month, described above, in any 3 months in a 12 month calendar period, which may result in returned drafts and NSF fees, also access to OnCall24 and Home Banking services will be denied or revoked.

IV. DOCUMENTATION AND TELEPHONE INQUIRY.

You have the right to receive certain types of documentation and information concerning EFT's; (a) Periodic Statements. You will receive a monthly account statement showing all EFT transactions; (b) Preauthorized Deposits. You can arrange to have direct deposits into your checking account on a regular basis from the same person or organization. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or organization, you can use *OnCall24* (203) 333-9079 or Home Banking at <u>www.swncfcu.org</u> to find out whether or not the deposit has been made; (c) ATM, MasterCard Debit or POS record. For transaction of more than \$15.00 you can get a written record at the time you make a transaction through an ATM or POS terminal or conduct a MasterCard Debit Card purchase. This record will show certain information such as the amount of the transaction, the type of transaction and the date of the transaction.

V. PREAUTHORIZED TRANSFER FROM YOUR ACCOUNT.

(a) Stop Payment. If you have arranged in advance with a third party to make regular payments out of your account, you can stop these payments. Call us at (203) 576-5588, or write to us at St. Vincent's

Medical Center Federal Credit Union, 2800 Main Street, Bridgeport, CT 06606. If you call, we may require you to put your request in writing and send it to us at the address above within 14 days. We must receive your request three (3) business days or more before the payment is scheduled to be made: 1) One time Stop Payment. We must receive your request three (3) business days or more before the payment is scheduled to be made; 2) Permanent Stop payment. If you want to stop these preauthorized payments permanently; you must notify the person or organization you have agreed to pay. If you instruct us to stop these payments permanently we will do so, but we will require you to send us a copy of your notice to the person or organization you told us to pay, along with an AFFIDAVIT OF UNAUTHORIZED ACH DEBIT ACTIVITY. You may incur a charge for each payment that we stop according to our Fee Schedule: (b) Liability for failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for certain types of losses or damages which you may suffer; (c) Stopping an EFT. Unless otherwise stated in this Agreement, you cannot stop an EFT, other than a preauthorized transfer. Therefore, you should not employ electronic access for purchases of goods and services unless you are satisfied that you will not need to stop payment; (d) Notice of Varying Accounts. 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.) We will not be liable if the person or organization you are going to pay fails to give you notice of varving amounts.

VI. CHARGES.

Any charges for EFTs are disclosed on our Fee Schedule. ATMs owned by other financial institutions may impose a surcharge on you for using their machine. A notice about the surcharge will appear on the ATM before you make your transaction.

VII. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.

If we do not complete a transaction or transfer to or from your account in a timely manner in accordance with the terms and conditions of your account and normal credit union procedures or in the correct amount according to your instructions, we will be liable for certain types of losses or damages which you may suffer. However, there are some exceptions.

We will not be liable in the following instances:

(a) if through no fault of ours, you do not have enough available funds in your accounts to make the transfer; (b) If the account has a "hold" on it for the amount of all or part of the funds necessary to make the transfer; (c) If the transfer would go over the available limit on your Overdraft Line of Credit; (d) If there is a mechanical failure in the ATM or POS system; (e) If the ATM or POS terminal or system was not working properly and you know or should have known about the breakdown when you started the transaction; (f) If the ATM or POS terminal where you are making a withdrawal does not have enough cash; (g) If you do not give us, where applicable, your name, correct PIN and correct account numbers when starting the transfer; (h) if the transfer is prevented by circumstances beyond our control despite the reasonable precautions that we have taker; (i) If the funds in your