

SUBURBAN Federal Credit Union

ATM Card

Agreement and Disclosure

This ATM (Automated Teller Machine) Agreement and Disclosure is the contract, which covers your and our rights and responsibilities concerning the ATM transfer services offered to you by Suburban Federal Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application or account card 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 share and share draft accounts you have with the Credit Union. ATM transactions are electronically initiated transfers of money from your account through the ATM services described below. By signing an application or account card for ATM services, signing your Card, or using your card, each of you, jointly and severally, agrees to the terms and conditions in this Agreement and any amendments for the ATM services offered.

- 1) SUBURBAN FCU ATM Program. If approved, you may use your Card and PIN (Personal Identification) in automated teller machines of the Credit Union, STAR Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:
 - Withdraw funds from your share and share draft accounts.
 - Transfer funds from your share and share draft accounts.
 - Obtain balance information for your share and share draft accounts.

The following limitations on the frequency and amount of ATM transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one day.
- You may withdraw up to a maximum of \$200.00 in any one day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.

- 2) **Conditions of ATM Services**
 - a. Ownership of Cards. Any Card or other device, which we supply to you, is our property and must be returned to us, or 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.

b. 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.

c. 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 ATM services immediately.

d. 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 ATM transactions to or from any share and share draft accounts as provided. Each joint account, 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 ATM transaction on any account from any joint account owner.

- 3) **Fees and Charges**. There are certain charges for ATM services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.
- \$1.00 fee for each withdrawal after 5 free withdrawals per month.
 - \$1.00 fee will be charged for each inquiry.
 - \$25.00 fee will be charged for NSF's.
 - \$25.00 fee will be charged for taking your account negative.
- 4) **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 if someone uses you 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.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers 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. If you believe your card had been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(419)531-9683

Or write to:

Suburban Federal Credit Union
5310 Elmer Dr.
Toledo, OH 43615

5) **Right to Receive Documentation**

- a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- b. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM or POS terminal.

6) **Account Information Disclosure**. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party; such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission

7) **Business Days**. Our business days are Monday through Friday, excluding holidays.

8) **Credit Union Liability for Failure 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 may be liable for your losses or damages proximately caused by our error. However, we will not be liable for direct or consequential damages in the following events:

a. Liability for Direct or Consequential Damages.

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If acts of God (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral subject to our lien or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If any circumstances beyond our control (such as your willful or negligent use of your card, access code, or any EFT facility for making such transfers) prevent the transaction.

- 9) **Notices.** All notices from us will effective when we have mailed them or delivered them to your last know address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction, take your Card and leave.

- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM card.
- Report all crime to law enforcement officials immediately.

10) **Billing Errors.** In case of errors or questions about electronic funds transfers from your share and share draft account, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty days after we sent the first statement on which the problem appears.

(419)531-9683

Or write to:

Suburban Flower Federal Credit Union
5310 Elmer Dr.
Toledo, OH 43615

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made 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 ten (10) business days.

We will tell you the results of our investigation within ten (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 forty-five (45) business days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (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 ten (10) business days, we may not recredit your account.

For transactions initiated outside the United States or in the event there are transfers resulting from a point-of-sale transaction, we will twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of your findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

- 11) Termination of ATM Services.** You may terminate this Agreement for ATM service at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. We may also terminate this Agreement at any time by notifying you orally or in writing. We may also program our computer not to accept your Card or access code for ATM service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

- 12) Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Ohio and any local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

- 13) Enforcement.** In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

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5310 Elmer Drive
Toledo, OH 43615
(419)531-9683
Fax: (419)531-5370