

credit). If you believe your card and /or PIN has been lost or stolen, and you tell us within two (2) business days, you can lose no more than \$50.00, if someone used your card and/or PIN without your permission.

If you do NOT tell us within 2 days after you learn of the loss or theft of your card and/or PIN, and we prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.00.

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 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 will extend the time periods.

B. Contact in event of unauthorized transfer If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in the disclosure.

4) Error Resolution Notice In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in the disclosure, 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 more than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if applicable).
- 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.
- 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

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. If you have inquiries regarding your account, please contact us at:

Geauga Credit Union, Inc.
PO Box 839
14499 N. Cheshire Street
Burton, OH 44021
440-834-4327

Business Days: Monday–Friday

Business Hours

Mon, Tues, Thurs 8:00AM– 4:30 PM

Wed Lobby 9:00 AM - 2:00 PM
Drive Through 8:00 AM - 4:30 PM

Friday 8:00 AM - 6:00 PM

5) Documentation

A. Periodic Statements You will get a monthly account statement from us for your share draft (checking) account(s).

You will get a monthly account statement from us for your share savings account(s), unless there are no transfers in a particular month.

Statements for share accounts are sent out semi-annually July and January, with transactions from January 1 to June 30th and July 1 to December 31 respectively if there have been no electronic funds activity to require a monthly statement.

B. Terminal Receipt You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, point-of-sale (POS) terminal, or debit card transaction with a participating merchant.

C. 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, that person or company making the deposit will tell you every time they send us the money.

6) Notice of ATM/Night Deposit Facility User Precautions.

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- Prepare for your transactions at home, for example, fill out a deposit slip at home, to minimize your time at the ATM or night deposit Facility.

- Be aware of your surroundings, particularly at night.

- Consider having someone you know accompany you when you use the ATM or night deposit facility after dark.

- Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.

- At a drive-up facility, make sure all car doors are locked and all of the windows are up except the driver's window. Keep the engine running and remain alert to your surroundings.

- Refrain from displaying your cash at the ATM or night deposit facility. Pocket your money as soon as your transaction is completed and count the cash later, when you are in the safety of your car or other secure surrounding.

- Prevent others from seeing you enter your PIN by using your body to shield their view. Protect your ATM card and PIN as if they were cash. Do not tell anyone your PIN or give information to anyone over the phone regarding your ATM card or PIN.

- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.

- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.



Geauga Credit Union, Inc.

14499 N. Cheshire St

PO BOX 839

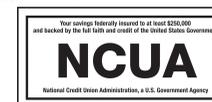
Burton, OH 44021

Ph. 440-834-4327 Fax 440-834-0455

www.geaugacreditunion.com



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CREDIT UNIONS™
Where people are worth more than money.™



**Geauga Credit
Union, Inc.**

Electronic Funds Transfers Your Rights and Responsibilities

Electronic Funds Transfer Agreement

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 Geauga Credit Union, inc. Please keep this disclosure for future reference.

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 Geauga Credit Union, Inc. The word "account" means any one or more share and share draft accounts you have with Geauga Credit Union, Inc. Electronic funds transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your ATM or Debit 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.

1.) **EFT Services.** If approved, you may conduct any one or more of the EFT services offered by Geauga Credit Union, Inc.

A. Geauga Credit Union, Inc. Automated Teller Machine Card. You may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the credit union, Plus and Star Networks, Alliance One Network, and such other machines or facilities as the credit union may designate. At the present time, you may use your card to:

- Deposit funds to your share savings and share draft accounts
- Withdraw cash from share savings and share draft accounts
- Transfer funds between your share savings and share draft accounts

- Obtain share savings and share draft account balances.

Some of these services may not be available at all terminals.

Point of Sale (POS) transactions: You may use your ATM card and PIN to purchase merchandise or services from participating merchants who offer POS transactions through the PLUS or STAR networks. In most cases, you may receive cash back. Funds for transactions made by POS will automatically be deducted from your share draft account.

Per Day Limitations: Your ATM card will allow you to make no more than \$200.00 in cash withdrawals or \$1000.00 in POS purchases in one business day.

Secrecy of PIN: You agree to keep your PIN confidential. You also agree that you will not write the PIN on your card nor on any item you keep with your card.

Responsibility of Overdraft: If you obtain cash from an ATM or make a POS purchase that causes your accounts to be overdrawn, the overdraft amount is due and payable the moment you receive it and you agree to pay the full amount to us immediately, including the fee. In the event of your draft account being overdrawn, the amount of overdraft will be paid through an advance on your line of credit, if you have one, in accordance to the terms and conditions of your line of credit contract. If there are not sufficient funds to make the transfer or you have no overdraft protection, or in the event of an overdrawn savings account, you authorize us to apply from any other savings account you may have with us, the amount necessary to cover the overdrawn amount plus any fee.

Liability of Unauthorized Use of Your Line of Credit: You may be liable for the unauthorized use of your Line of Credit, in the event of Direct Access at an ATM. You will not be liable for unauthorized use that occurs after you notify us orally or in writing, of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$50.00.

B. Debit MasterCard If approved, you may use your card to purchase goods and services from participating merchants. You will sign for your transactions. Funds to cover your Card purchases will be deducted from your share draft account. At the present time, you may use your card to:

- Deposit funds to your share savings and share draft accounts
- Withdraw cash from share savings and share draft accounts
- Transfer funds between your share savings and share draft accounts

Some of these services may not be available at all terminals.

Per Day Limitations: Your Debit card will allow you to make no more than \$200.00 in cash withdrawals or \$1000.00 in Debit Card purchases in one business day.

Secrecy of PIN: You agree to keep your PIN confidential. You also agree that you will not write the PIN on your card nor on any item you keep with your card.

Responsibility of Overdraft: If you obtain cash from an ATM or make a purchase that causes your accounts to be overdrawn, the overdraft amount is due and payable the moment you receive it and you agree to pay the full amount to us immediately, including the fee. In the event of your draft account being overdrawn, the amount of overdraft will be paid through an advance on your line of credit, if you have one, in accordance to the terms and conditions of your line of credit contract. If there are not sufficient funds to make the transfer or you have no overdraft protection, or in the event of an overdrawn savings account, you authorize us to apply from any other savings account you may have with us, the amount necessary to cover the overdrawn amount plus any fee.

Liability of Unauthorized Use of Your Line of Credit: You may be liable for the unauthorized use of your Line of Credit, in the event of Direct Access at an ATM. You will not be liable for unauthorized use that occurs after you notify us orally or in writing, of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$50.00.

C. Voice Response Unit (VRU) Our Voice Response Unit allows you to make transfers between your share, share draft and loan accounts through the use of a touch tone telephone and a PIN. You may also make balance and transaction inquiries through the VRU.

D. Preauthorized EFT When you authorize payments or deposits to or from your account on a recurring basis, such as

- Direct Deposits to your share or share draft account or
- Direct Withdrawals from your share or share draft account.

Limitations on Transactions No more than six (6) preauthorized, automatic, or telephone transfers may be made from your share savings account at Geauga Credit Union or to a third party in any calendar month, and no more than three (3) of these six (6) transfers may be made by check, draft, Debit MasterCard, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.

Right to Stop Payment You may stop payment of preauthorized electronic funds transfer by notifying us orally or in writing at least three business days before the scheduled date of the transfer. We require a signed request of a stop-payment order within 14 days of the oral notification. An oral stop-payment order ceases to be binding after 14 days if you fail to provide the required signed request.

• **Notice of Varying Amounts** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (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.

• **Liability for Failure to Stop Payment of Preauthorized Transfers** If you order us to stop payment of a preauthorized transfer three (3) business days or more before a transfer is scheduled, and we do not do so, we will be liable for your loss or damages.

E. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for something with a check from your share draft account, 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 are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

F. I-Pay Plus (Online Bill Payment) If you have opted to use I-Pay Plus, you will have received a separate and complete disclosure regarding terms and conditions of use. We cannot guarantee the time that any payment will be credited to your account by the vendor you make payment to.

2) Conditions of EFT Services

A. Ownership of Cards Any Card 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.

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 we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept credit to your account in lieu of a cash refund.

C. Foreign Transactions Debit MasterCard and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by MasterCard International. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

D. Security of Access Code You may use one or more access codes with your electronic funds transfers. The access codes issued to you, or that you have chosen, are for your security purposes. Any such codes are confidential and should not be disclosed to third parties or recorded with your 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. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any or your accounts. If you fail to maintain the security of these access codes or PINs and Geauga Credit Union, Inc. suffers a loss, we may terminate your EFT services immediately.

E. 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 share savings and share draft 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 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.

F. Geauga Credit Union, Inc.'s Liability 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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line and the transfer would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- There may be other exceptions stated in our agreement with you.

3) Unauthorized Transactions

A. Consumer Liability Tell us AT ONCE if you believe your card and/or PIN 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 (plus maximum overdraft line of