Electronic Fund Transfers Agreement and Disclosure

With Application

VISA Debit Card
Sybil
Perfect Teller
HFBCU Online Bill Pay
Electronic Services

HOOSIER FARM BUREAU
CREDIT UNION
PO Box 1250
Indianapolis, IN 46206-1250
(317) 692-7607
Fax: (317) 692-7992
Sybil (24 Hour Audio Response)
(317) 692-7006
www.hfbcu.com
Application and Member Information

Account No.
Member Name
Street
City/State/Zip
Home Phone                      Work Phone
Cell Phone

Joint Owner Information (If applicable)

Joint Owner
Street
City/State/Zip
Home Phone                      Work Phone
Cell Phone

I/We request the following services (please mark):

☐ Debit Card
☐ Audio Response
☐ Home Banking
☐ Bill Payment
☐ Electronic Statement/E-Sign

By checking the boxes above and signing below, you certify that the information on this application is complete, true, and submitted for the purpose of obtaining the electronic service(s) and account(s) requested. If approved for the requested electronic funds transfer services, you acknowledge receipt of and agree to the terms of the Electronic Fund Transfers Agreement.

[Signature]
SIGNATURE OF MEMBER                  DATE

[Signature]
SIGNATURE OF JOINT OWNER              DATE

For Credit Union Use Only:

Approved By Member Verification
Access Card PIN Requested

Please detach and return APPLICATION to the Credit Union
HOOSIER FARM BUREAU CREDIT UNION
ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Hoosier Farm Bureau Credit Union ("Credit Union"). In this Agreement, the words "you", "your" and "yours" mean those using the EFT services of the Credit Union, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union for which your EFT transactions are electronically conducted. EFT transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any EFT 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 (1) or more of the EFT services offered by the Credit Union.

a. VISA Debit Card. If approved, you may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree not to use your card for any transactions that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft and share account. For one-time debit transactions, you agree to the terms and conditions as specified in the document the Credit Union uses to capture the member’s opt-in choice for overdraft protection and the Schedule of Fees and Charges. For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you agree to make immediate payment of any overdrawn transactions, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) to make electronic fund transfers. Your personal identification number (PIN) is your card security code. You agree to keep your personal identification number (PIN) confidential and not to disclose it to any other person or entity. You must notify the Credit Union immediately if you believe your card has been lost or stolen. By using the VISA Card, you agree to comply with the terms and conditions set forth in the Visa Card Agreement. You agree to follow the terms and conditions set forth in this Agreement.

b. Sybil. If we approve Sybil for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) to access your account(s) and have a minimum account number to access your accounts. At the present time, you may use Sybil to:
   - Withdraw funds from your share, share draft, Money Market, and Club accounts.
   - Transfer funds from your share, share draft, Money Market, and Club accounts.
   - Obtain balance information for your share, share draft, loan, Money Market, Club, and certificate accounts.
   - Make loan payments from your share, share draft, and Money Market accounts.
   - Use your Account number.
   - Determine if a particular item has cleared.
   - Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Sybil via a touch-tone telephone only. Sybil service will be available for your convenience 24 hours per day. This service may be available for a daily fee of $1.00.

EFT services may be limited for a security reason if: There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any (1) day.

See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon your available funds, exceed your credit limit, or cause your account balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address on record. The Credit Union may pay interest only on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will be terminated if no activity is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each call.

2. TRANSFER LIMITATIONS — None.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and you must return it, or to any person whom we authorize to act as our agent or your authorized representative, to us or any other person to whom we authorize return of your VISA Card. If you lose your card, you may request a new card.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure to honor or return to any other 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. Foreign Transactions. Visa, purchases, and cash withdrawals in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a fixed rate. A fixed rate for conversions among Visa accounts and our associated banks for purchases, cash advances, and cash withdrawals is used and may not vary. The exchange 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.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash advances, and cash withdrawals. A fee of 0.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. The exchange 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.

4. Security of Access Code. You may use one (1) or more access codes with your VISA Card or other electronic fund transfer device issued to you for transactions involving use of your account. Access codes are assigned to you for convenience and security purposes. Any access codes issued to you are for your personal use only. You are responsible for protecting your access codes. If you believe that someone has learned your access codes, or if you believe your access codes have been lost or stolen, you should notify the Credit Union immediately.

5. 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 and share draft or loan accounts as provided in this Agreement. Any joint account owner may authorize another joint account owner, or any authorized user, to access any of the joint account owner’s accounts, including any of the credit accounts under this Agreement. The joint account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act as a share draft and loan account owner, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
4. FEES AND CHARGES — There are certain fees and charges for EFT services. From time to time, the charges may be changed. We will notify you as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

Fees are subject to change without notice. Please refer to current Fee Schedule.

a. VISA Debit Card Fees.
   • $1.00 charge for ATM withdrawals at machines we do not own (proprietary) or do not operate.
   • $2.00 surcharge for transactions over $50.00.
   • We do not charge for any POS transactions at the present time.
   • Replacement card fee of $5.00 per card.
   • Non-sufficient funds fee of $30.00.
   • Replacement PIN fee of $5.00.
   • NSF funds transfer fee of $5.00.

b. Preauthorized EFT Fees.
   • Non-sufficient funds fee of $30.00.
   • NSF funds transfer fee of $5.00.

c. HFSCU Online Bill Pay Fees.
   • $4.95 service fee per month, first month is free.
   • Non-sufficient funds fee of $30.00.
   • See fee schedule and online Bill Pay disclosure for all applicable fees.

5. MEMBER LIABILITY — You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your card or your account may be used without your permission.

TELL US AT ONCE if you believe your card has been lost or stolen, or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, 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 a transaction was made with your card or card number without your permission and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your card or account. For other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your card or account, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than $50.00 if someone used your card 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 we could have stopped someone from using your card 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 including those by card, code or other means, 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 lost after the 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 period.

If you believe your card has been lost or stolen or that someone has transferred money from your account without your permission, call (317) 692-7607 or write to:

Hooiser Farm Bureau Credit Union
PO Box 1250
Indianapolis, IN 46206-1250

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments made 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 can get a receipt at the time you make any transaction (which includes inquiries) involving your account using an ATM under point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (317) 692-7607. This does not apply to transactions occurring outside the United States.

7. 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 mortgage loan provider;
• If you are using your account for cash advances or emergency card replacement, you can request such services, you agree that we may provide personal information from your account that is necessary to provide you with the requested service(s);
• To comply with government agency or court orders; or
• If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. 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. However, we will not be liable for direct or consequential damages in the following events:

• 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 not available to us at the time of our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit;
• If you use 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 used the ATM;
• If circumstances beyond our control (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 or frozen because of a delinquent loan;
• If the error was caused by a system of any participating ATM network.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union’s records. Notices from us will be effective when you receive them by being delivered to the Credit Union at the address specified in this Agreement. We may provide notices to you by electronic means to the address listed on your account unless we specifically instruct you otherwise. If you have given us your e-mail address, we may provide notices to you by e-mail. Notices that we provide to you or require you to provide to us in writing shall be deemed received upon the date of mailing by the U.S. Postal Service or electronic transmission to you. You agree to notify us in writing of any changes to your address or e-mail address.

The following is a list of safety precautions regarding the use of 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.
• Close the entry door of any ATM facility equipped with a door.
• If another person is uncomfortably close to you at the time of your transaction, do not let them stand close to you while you complete your transaction.
• Do not complete your transaction in the regular hours of the financial institution and you are using an ATM, do not permit entrance to anyone you do not know.
• Refrain from displaying your cash 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 returning later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
• If you are followed after making a transaction, go to the nearest public area where people are located.
• Do not write or place your personal identification number (PIN) or access code on your ATM card.
• Report all crimes to law enforcement officials immediately. In emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, 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 60 days after we sent the first statement on which the problem appears. Call us at:

(317) 692-7607
or write to:
Hooiser Farm Bureau Credit Union
PO Box 1250
Indianapolis, IN 46206-1250

Facts you must tell us:
• Tell us your name and account number.
• Describe the electronic transfer you are unsure about and, 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 determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we will tell you why and the date we will complete our investigation and correct the error if an error has been made.

If we decide to do this, we will credit your account within ten (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 in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days of completing our investigation. If we determine 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 give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, we will have 30 business days instead of ten (10) business days to investigate the error.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping the use of your card and any access code. You must return all cards and codes to the Credit Union. You also agree to notify any participating merchants that you may not make additional transactions with your card. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that you may not make additional transactions with your card. We also reserve the right to change any future changes to these regulations. We may program our computer not to accept your card or access code for any EFT 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.

13. 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 Indiana, and 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.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to recover such losses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to pay of reasonable attorney’s fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.