

# Electronic Fund Transfers

## Disclosures and Terms and Conditions of Use

These disclosures, terms and conditions relate to all electronic fund transfer services available through Professional Federal Credit Union by means of a Professional Federal Credit Union Visa debit card, or by signing a separate agreement, constitute your agreement to be bound to these terms and conditions and any modification thereof.

Each Visa® debit card issued by us remains our property, is not transferable, and may be cancelled or revoked by us at any time without notice. In the event of cancellation or revocation, your Visa debit card must be surrendered to us upon demand. If you attempt to use your Visa debit card after it has been cancelled or revoked, or if it is damaged or has expired, the Visa debit card will be retained by the ATM.

### 1. Account Access.

- You may use your Visa debit card to:
- Make purchases in person, by mail, over the telephone, or on the Internet everywhere that Visa debit cards are welcome.
  - Deposit to your regular savings or checking account through a full-service Plus® ATM. Final credit of all deposits made by you at a full-service Plus ATM are subject to verification by us of the actual amount deposited, notwithstanding the figure shown on the receipt you received at the time of the deposit.
  - Withdraw cash from your regular savings or checking account through a Plus ATM. If your checking balance is not sufficient to cover the requested amount, we may approve the transaction based on overdraft coverage you have previously arranged from a share or line of credit. If funds are still insufficient, we may, at our discretion, approve the overdraft to your account and charge your account our current Overdraft Privilege<sup>SM</sup> fee as disclosed in our Rate and Fee Schedule.
  - Transfer funds between your regular savings and checking account through a Plus ATM.
  - Inquire on balances in your account(s) through a Plus ATM.

**2. Limitations on Amounts and Frequency of Withdrawals.** For security reasons, there is a limit on the amount of cash that can be withdrawn each day from an ATM.

**3. Lost or Stolen Card and Member Liability Disclosure.** If you believe your Visa debit card, your account number, your PIN or any combination of the three has been lost or stolen or that someone has transferred, or may transfer, money from your account without your permission, telephone us at:

**260-483-0514 or 800-752-4613**  
**After Hours: 888-373-2880**  
or write us at:  
**ProFed**  
**EFT/Visa Department**  
**P.O. Box 5466**  
**Fort Wayne, IN 46895-5065**

You agree to notify us immediately, orally or in writing of the loss, theft, or unauthorized use of your Visa debit card.

**4. Liability for Unauthorized Use.** Tell us AT ONCE if you believe your Visa debit card or PIN has been lost, stolen, or used without your permission. 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 is made with your Visa debit card or PIN without your permission, and is either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your Account or Visa debit card. Your liability for unauthorized use of your Visa debit card or PIN will be determined under the following paragraphs for transactions that are not Visa or Interlink transactions, for transactions at ATMs, or if you were grossly negligent in the handling of your Account, Visa debit card, or PIN.

If you tell us within two business days, you can lose no more than \$50 if someone used your Visa debit card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of the Visa debit card or PIN, and we can prove we could have stopped someone from using your Visa debit card or PIN without your permission if you had told us, you could lose as much as \$500.

Tell us AT ONCE if your statement shows transfers that you did not make. 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.

**CAUTION** - Knowledge of your personal identification number (PIN) will allow access to your accounts to unauthorized persons if your card is lost or stolen, resulting in possible losses to you as described above. Please **DO NOT KEEP YOUR PIN WITH YOUR Visa DEBIT CARD**. Memorize it. If necessary, keep it in a completely separate place for your protection.

**5. Business Days.** Our business days are Monday through Friday. Holidays are not included.

**6. Receipts and Statements.** You can get a receipt at the time you make any debit card withdrawal from your account by using an ATM. You will also receive a monthly account statement on any account which has been accessed through an ATM.

**7. 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 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 the transfer would go over the limit on your overdraft options.
- If the ATM was not working properly and you knew about the breakdown when you started the transfer.
- If the ATM where you were making the transfer did not have enough cash.
- If any other circumstances beyond our control prevent the transfer, despite reasonable precautions we have taken.

**8. Account Information Disclosure.** We may disclose information to third parties about your account or the transfers you make only:

- where it is necessary to complete transfers, or
- in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, or
- in order to comply with a government agency, or
- if you give us your written permission.

**9. Error Resolution Procedures.** In case of errors or questions about your electronic transfers, telephone us at:

**260-483-0514 or 800-752-4613**

or write us at:

**ProFed**  
**EFT/Visa Department**  
**P.O. Box 5466**  
**Fort Wayne, IN 46895-5065**

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct the error promptly. If more time is needed, however, we may take up to 45 days (or 90 days for a point-of-sale Transaction, or a Transaction outside the United States) to investigate your complaint or question. If this decision is made, we will recredit your account within 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 the investigation. (If the error you assert is an unauthorized Visa debit card transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances of your account history warrant a delay, in which case you will receive credit within 10 days.) If you have been asked to put your complaint in writing and we do not receive it within 10 business days, the account may not be recredited. If the account has been opened within the past 30 days we may take up to 20 days to provide provisional credit and may take up to 90 days to complete the investigation.

**10. Pre-Authorized 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, you can call us at 260-483-0514 to find out whether or not the deposit has been made to your account.

**11. Stop-Payment Orders on Pre-Authorized Transfers.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Telephone us at 260-483-0514 or write us at P.O. Box 5466, Fort Wayne, IN 46895-5466 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 business days after you call. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**12. ATM Surcharges.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry).

## Supplemental Checking Card Agreement

You have requested that the Credit Union issue you a Visa debit card (“Card”) to be used to request withdrawals from the Share Draft Account. The use of both the Card and the PIN is subject to the terms of the Share Draft Agreement and the additional terms of this Supplemental Checking Card Agreement. It is agreed that:

**1. Card Withdrawals.** Use of the Visa debit card, the account number of the Visa debit card, the PIN or any combination of the three for payments, purchases or to obtain cash advances with merchants, financial institutions or others who honor the Visa debit card (“Card Withdrawal”) is an order by you for the withdrawal of shares from the Share Draft Account. Each Card Withdrawal by you (or by anyone else whom you give the Visa debit card) may be charged to the Share Draft Account and will be treated as though it were a “share draft” for purposes of the Share Draft Agreement except that:

- (a.) The Credit Union may charge withdrawals to the Share Draft Account in any order it determines, and if shares are not sufficient to cover all withdrawals, the Credit Union may pay Card Withdrawals and dishonor regular share drafts; and
- (b.) The Credit Union cannot honor stop payment requests on Card Withdrawals.

You may not use the Visa debit card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

**2. Overdrafts.** You promise to reimburse the Credit Union immediately for the amount of any share draft or Card Withdrawal that it honors which cannot be paid out of the Share Draft Account (or through an overdraft transfer, as provided for in the Share Draft Agreement.)

**3. Refusal To Honor Card.** Even though your Share Draft Account may have a balance sufficient to cover a requested Card Withdrawal, you recognize that electronic terminals, merchants, financial institutions and others who accept the Visa debit card or the account number on the Visa debit card may not be able to determine your actual balance. Therefore, the Credit Union is not liable for the refusal or inability of such terminals or persons to honor the Visa debit card or complete a Card Withdrawal, or for their retention of the Visa debit card.

**4. Returns and Adjustments.** Merchants and others who honor the Visa debit card may give credit for returns or adjustments, and they will do so by initiating a credit to the Credit Union, which will credit the amount to the Share Draft Account.

**5. Transaction Slips.** The monthly statement for the Share Draft Account will identify the merchant, financial institution or electronic terminal at which Card Withdrawals were made, but sales, cash advances, credit or other slips cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.

**6. Foreign Transactions.** Card Withdrawals made in foreign countries and foreign currencies will be charged to the Share Draft Account in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by Visa International, Inc., through whose facilities Card Withdrawals are handled.

If a transaction is made in a foreign currency, Visa will convert the transaction into a U.S. dollar amount. Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, plus a 1% ISA (International Service Assessment) fee. This 1% fee will be charged to you for all international (cross-border) purchases, credit

vouchers and cash disbursements in addition to those where currency conversion is performed. The rate in effect on the processing date may differ from the rate on the day you used your card or account.

**7. Card Ownership.** The Visa debit card will remain the property of the Credit Union, and you agree to surrender the Visa debit card to the Credit Union at any time upon its request.

**8. Collection Cost.** Except when prohibited by law, you agree to pay any reasonable costs and expenses we incur to enforce and collect this agreement, including attorney’s fees and court costs.

**9. Effect of Agreement.** Even though the sales, cash advance, credit or other slips you sign or receive when using the Visa debit card, account number on the Visa debit card, the PIN or any combination of the three may contain different terms, the Share Draft Agreement as explained by this Agreement, is the contract which solely applies to all transactions involving the Visa debit card. The Credit Union may amend these Agreements from time to time by providing me/us written notice at least 21 days prior to the effective date of the amendment if prior notice is required by law, or in any other manner required or permitted by law. Your use of the Visa debit card or the account number on the Visa debit card thereafter will indicate agreement to the amendments.



## Electronic Fund Transfers and Supplemental Checking Card Agreement

### Disclosures, Terms and Conditions of Use

Your Visa® Debit Card is a versatile plastic Card designed for your convenience. You can use the Card at any merchant or financial institution that accepts Visa debit cards. You can also use your Visa Debit Card at any Visa Automatic Teller Machine (ATM) located in your community and worldwide.

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**P.O. Box 5466**  
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[www.profedcu.org](http://www.profedcu.org)



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