

## Electronic Fund Transfer Disclosure

Many of the everyday transactions that move money in and out of your account fall under the definition of an electronic fund transfer (EFT). If you established your account primarily for personal, family, or household purposes, Regulation E and the special provisions and disclosures in this section apply to these transactions. When you accept or authorize EFTs to or from your accounts, you agree to these terms and conditions. Other terms, conditions, and disclosures elsewhere in this Agreement also apply as long as they're consistent with Regulation E and this section. See Stopping and Cancelling Transactions for information about stopping and cancelling EFTs.

Any time this section tells you to call or write us, remember—you can reach us online at \$Bank's website\$, by phone at \$Bank's helpdesk number\$, or by mail at \$Branch Address1, Branch Address2, Branch Address3\$.

### A. Types of EFTs

We defined "EFT" at the beginning of this Agreement. As a refresher, types of EFTs include (but aren't limited to) ACH transfers, ATM transactions, telephone transfers under a bill payment plan, recurring payments, person-to-person payments, debit card transactions, and electronic check conversions (in which you give a paper check to a merchant, who converts the check to an electronic transaction). A wire transfer is NOT a type of EFT.

Here are a few real-life examples of EFTs:

- You arrange with another party, like your employer or a government agency, to electronically deposit money (on either a one-time or recurring basis) directly to your account
- You authorize another party, like your insurance company or mortgage company, to deduct payments from your account on a regular basis (subject to limits on withdrawals and transfers—see Transaction Limits on Money Market and Savings Accounts)
- You send money to a friend through a person-to-person payment service.
- You authorize a merchant or other payee to make a one-time electronic debit using account information from your check to pay for purchases or to pay bills
- You use your debit card to get cash at an ATM, or to make purchases or get retail cash back from a merchant that accepts the card
- You transfer money between your accounts through online banking or telephone banking.

Not all types of EFTs are available for every account type. Remember, withdrawals and transfers from money market and savings accounts are subject to limits. See your Debit Card Agreement and Disclosures for limits on transfers, amounts, and frequency of transactions when using your debit card.

### B. Confirmation and Documentation of EFTs

#### 1. Receipts

You can get a receipt at the time you withdraw money from your account using an ATM or point-of-sale terminal.

#### 2. Statements

You'll receive a statement in any month in which you have or conduct (or could conduct) an EFT (except for IRA savings accounts, which receive quarterly statements). We'll issue the statement to the primary owner of the account.

#### 3. Preauthorized Credits

If you've 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 to find out whether the deposit has been made.

### **C. Stopping Payment of EFTs**

1. Right to Stop Payments of Preauthorized Transfers If you've scheduled a one-time or recurring ACH transfer, you can stop any of these payments by calling or writing us using the contact information at the beginning of this section in time for us to receive your request at least 3 business days 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 days.

#### **2. Our Liability for Failure to Stop Payments of Transfers**

If you order us to stop a preauthorized payment at least 3 business days before the scheduled transfer date, and we don't stop the transfer, we'll be liable for your actual losses or damages.

### **D. Notice of Varying Amounts**

If you've scheduled regular payments that vary in amount, the person you're going to pay is required to tell you, 10 days before each payment, when it will be made and how much it will be. You may choose to get this notice only when the payment differs by more than a certain amount from the previous payment, or when the amount falls outside limits that you set.

### **E. Liability for Failure to Make Transfers**

If we don't complete a transfer to or from your account on time or in the correct amount according to this Agreement, we'll be liable for your actual losses or damages. However, there are some exceptions. We won't be liable if:

- Through no fault of ours, you don't have enough money in your account to make the transfer
- The ATM or system wasn't working properly, and you knew about the breakdown when you started the transaction
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we've taken
- In the case of preauthorized credits, the data from the third party isn't received or is incomplete or erroneous
- Your account isn't in an active status

### **F. Disclosure of Account Information**

We'll disclose information to third parties about your account or the transfers you make in these situations:

- Where it's necessary for completing transfers
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- If you give us your written permission
- If we close your account due to a deficient balance or excessive instances of insufficient funds in your account, or to protect or enforce our legal rights
- In order to comply with government agency or court orders

### **G. Liability for Unauthorized Transfers from Your Account**

Tell us at once if you believe your debit card or PIN has been lost or stolen, or if you believe that someone made an EFT without your permission using information from your check. If you don't act quickly, you could lose all the money in your account (plus any other Futura account you own). If you tell us within 2 business days after you learn of the loss or theft of your debit card or PIN, you can lose no more than \$50 if someone used your debit card or PIN without your permission. If you don't tell us within 2 business days after you learn of the loss or theft and we can

prove we could've stopped someone from using your debit card or PIN if you'd told us, you could lose as much as \$500. Also, if your statement shows transfers that you didn't make, including transfers by debit card, PIN, or other means, tell us immediately. If you don't tell us within 60 days after we mailed or made the statement available to you, you may not get back any money you lost after the 60 days if we can prove that we could've stopped someone from taking the money if you'd told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we'll extend the time periods.

## H. Errors or Questions About Your Electronic Transfers

Contact us 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 later than 60 days after we send or make available to you the FIRST statement on which the problem or error appeared. You should include:

- Your name, account number, and dollar amount of the suspected error
- A description of the error or the transfer you're unsure about
- An explanation of why you believe it's an error or why you need more information

If you tell us by phone, we may require that you send us your complaint or question in writing within 10 business days.

We'll determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint or question—if we decide to do this, we'll credit your account within 10 business days for the amount you think is in error so you can use the money while we complete our investigation. If we ask you to put your complaint or question in writing and don't receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We'll tell you about the results within 3 business days after completing our investigation. If we decide that there was no error, we'll revoke the provisional credit and send you a written explanation. You may ask for copies of the documents we used in our investigation.

I/ We, hereby accept the offer with the above terms and conditions.

Name: \$Applicant1\_First\_Name\$ \$Applicant1\_Last\_Name\$

Signature: Signhere\_\$OBOApplicantID1\$

Date: SigningDate\_\$OBOApplicantID1\$

Name: \$Applicant2\_First\_Name\$ \$Applicant2\_Last\_Name\$

Signature: Signhere\_\$OBOApplicantID2\$

Date: SigningDate\_\$OBOApplicantID2\$