

## ELECTRONIC FUNDS TRANSFER

*Continued*

11. **Types of Services:** Virtual Branch, Debit Card, ATM Card, Audio Response and Bill Payer. Using these service you may:

- a. Make deposits to your accounts.
- b. Transfer funds between selected share, checking and loan accounts.
- c. Find out the balance in selected share, checking, certificate and loan accounts.
- d. Find out whether drafts have been cleared.
- e. Find out the amount of the last dividend or interest payment made to selected accounts.
- f. Find out the amount of the last payroll or other direct deposit made to selected accounts.
- g. Withdraw from selected accounts (check is mailed to you).
- h. Pay bills electronically from your personal Savings or Checking Account.
- i. Make purchases with your card or PIN.
- j. Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:
  - Pay for purchases
  - Pay for bills

*Note: Some services may not be available at all terminals.*

### 12. Limitations:

- You may make 5 cash withdrawals from our ATM each 24 hour period.
- You can use our point-of-sale or Open to buy debit transfer service for 20 transactions each 24 hour period.
- You may withdraw up to \$500 from an ATM each 24 hour period you use the ATM or debit card Card.
- You may buy up to \$1,000 worth of goods or services when you use the Debit Card in our point-of-sale and Open-to-Buy transfer services. Time period varies based on merchant control for open-to-buy services. May take up to 5 days.

13. **Applicable Law:** This Agreement will be construed in accordance with the laws of the State of Massachusetts. In the event of any conflict between the provisions of this Agreement and any applicable law or regulations, the provisions of this Agreement shall be deemed modified to the extent required to comply with such law or regulation.

14. We have the right to modify or amend our Electronic Funds Transfer procedures or to terminate Electronic Funds Transfer privileges at any time.

**MetroWest**  
Community Federal Credit Union

200 Concord Street  
Framingham, MA 01702  
(508) 879-5522  
[www.mwfcu.com](http://www.mwfcu.com)

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identitytheft.gov

## ELECTRONIC FUNDS TRANSFER

An electronic funds transfer (EFT) is a transfer of funds (other than a transaction initiated by check, draft or other similar paper instrument) that is initiated through an electronic terminal, telephone or computer or magnetic tape for the purpose of ordering, instructing, or authorizing MetroWest Community Federal Credit Union to debit (withdraw from) or credit (deposit) to an account.

The following disclosures are made as required by the Electronic Funds Transfer Act and Regulation E issued thereunder, unless otherwise stated, the disclosures apply to both electronic funds transfer credits and debits as those terms are more particularly defined in the EFT Act and Regulation E.

### 1. Documentation of Transfer:

**Receipts at ATM Locations.** A descriptive acknowledgment will be available to you upon completion of a deposit or withdrawal at any of our MetroWest Community Federal Credit Union offices.

**Electronic Deposits.** If you have arranged to have electronic deposits made to your account at least once every sixty (60) days from the same third party, you can call us at 508-879-5522 to find out whether or not the deposit has been made. For your protection we will ask you to provide us with identifying information about your account.

**Periodic Statements.** You will receive a monthly account statement showing electronic fund transfers during the month unless there are no transfers in a particular month, in which case you will receive an account statement at least quarterly.

**2. Your Responsibility:** If you believe an unauthorized electronic funds transfer has been made or you have any questions concerning your EFT, including whether or not the transfer has been processed, you should promptly call 508-879-5522.

**3. Business Days:** For purposes of these disclosures, our business days are Monday through Friday, excluding holidays.

**4. Service Fee Schedule:** There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

*NOTE: When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).*

**5. To Stop Payment of Pre-authorized Transfers:** This section does not apply to loan payments or purchases made using a Debit Card.

- a. The Right to Stop Payment and Procedure for Doing So – If you have told us in advance to make regular payments from your account, you can stop these payments. Contact the Credit Union by calling 508-879-5522 or write to MetroWest Community Federal Credit Union at 200 Concord Street, Framingham MA 01702 in time for us to receive your request three (3) business days or more before your payment is scheduled to be made. If

you call, we will also require you to put your request in writing within fourteen (14) days after you call.

- b. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- c. Written statement of unauthorized transfers within 60 calendar days after the member becomes aware of the transfer. A provisional credit shall be issued to a member's account during our investigation. Credit will be permanent after 45 days.
- d. Fees may be charged for this service. Refer to your fee schedule for details.

**6. Consumer's Liability for Unauthorized Transfer:** Tell us AT ONCE if you believe your card or PIN has been lost or stolen, 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. If you tell us within 2 business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your [card] [code], 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.

Also, if your statement shows transfers that you did not make, including those made by card, PIN 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 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 may extend the time periods.

**7. Financial Institution's 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(s) with you, we will be liable for your losses or damages. However, we are not liable if:

- a. through no fault of ours, your account does not contain enough money to make the transfer.
- b. the automated teller machine where you are making the transfer does not have enough cash.
- c. the terminal was not working properly and you knew about the breakdown.
- d. circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- e. your card has deteriorated or has been damaged so that it does not function properly.
- f. a third party obligated to make a preauthorized transfer to or from your account fails to initiate it in enough time for it to be processed as scheduled.
- g. your card or PIN has been reported lost or stolen.
- h. we have reason to believe that you or someone else is using your card or PIN for fraudulent or illegal purposes.
- i. you try to make a withdrawal or transfer from a type of account that you do not have.

j. either you or we have terminated this agreement.

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

- a. where it is necessary for completing transfers; or
- b. in order to verify the existence and condition of your account for a third party such as a merchant; or
- c. in order to comply with government agency or court orders; or
- d. if you give us written permission.

**9. In Case of Errors or Questions about your Electronic Funds Transfer:** Telephone us at (508)879-5522 or write us at 200 Concord Street, Framingham, MA 01702 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 in writing no later than sixty (60) days after we send you the first statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. 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.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we will and do 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) days, or ninety (90) days in the case of point-of-sale or international transactions, to investigate your complaint or question. If we decide to do this, we will re-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 or question in writing and we do not receive it within ten (10) business days of this request, we will not re-credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

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.

**10. Security of PIN:** The PIN issued to you is for security purposes. The PIN is confidential and should not be disclosed to third parties or anyone not authorized to access your credit union accounts. You are responsible for safekeeping your PIN. If you authorized anyone else to use your PIN, that authority continues until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use your PIN may withdraw or transfer funds from any of your accounts and are bound by this agreement. If you fail to maintain the security of this PIN and the credit union suffers a loss, we may terminate your electronic funds transfer services immediately.