

**ELECTRONIC FUNDS TRANSFER AND  
AGREEMENT DISCLOSURE**

Revised April 30, 2021

**1. INTRODUCTION.**

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 CommStar Credit Union (“Credit Union”). 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,” “our,” and “Credit Union” mean CommStar Credit Union. The word “account” means any one or more savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your 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. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B- Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions.

**2. EFT SERVICES.**

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

**3. MASTERCARD 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 gambling transactions. If you wish to pay for goods and 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 that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, we may pay the amount and treat the transactions 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 initiate a transaction that overdraws your account, 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 PIN in ATMs of the Credit Union, STAR, PLUS, Alliance One, Money Pass networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your card and PIN for certain transactions on the Visa or MasterCard Cirrus, networks. However, provisions of this Agreement relating to Visa or MasterCard transactions do not apply to transactions processed through non-Visa or MasterCard networks. To initiate a MasterCard Debit transaction, you must sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa or MasterCard network. Please refer to the Member Liability section of this Agreement for terms and conditions.

At the present time, you may also use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.

- Obtain balance information from your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Make POS transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept MasterCard.
- Order goods or services by mail or telephone from places that accept MasterCard.

The following limitations on Debit Card:

- You may withdraw, up to a maximum of \$500 in any one (1) day.
- You may purchase up to a maximum of \$1500 amount in any one (1) day.
- Purchase amounts are limited to the amount in your account.
- Transfer available balance in your accounts at the time of the transfer.
- For security reasons, there are other limits on the frequency and amount of transfers available at ATMs
- See Transfer Limitation section for transfer limitations that may apply for these transactions.

#### **4. HSA DEBIT CARD.**

If you will be using your debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. An HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement such as MasterCard "0" liability for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your health savings account. In addition, you may use your card without a PIN for certain transactions on the Visa or MasterCard networks. However, provisions of this Agreement relating to Visa or MasterCard transactions do not apply to transactions processed through non-Visa or MasterCard networks. To initiate a Visa or MasterCard Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa or MasterCard network. Please refer to the Member Liability section of this Agreement for terms and conditions.

At the present time, you may also use your card to:

- Make deposits to your health savings checking account.
- Withdraw funds from your health savings checking account.
- Transfer funds from your health savings checking account.
- Obtain balance information from your health savings checking account.
- Make a point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept MasterCard.
- Order goods or services by mail or telephone from places that accept Mastercard.

The following limitations on HSA Debit Card transactions:

- There is no limit on the number of HSA Debit Card purchases you make per day.

- Purchase amounts are limited to the amount in your account.
- You may purchase up to a maximum of \$1500 per day.
- There is no limit in the number of POS transactions you may make in any one (1) day.
- You may transfer up to the available amount at the time of the transfer.
- See Transfer Limitation section for transfer limitations that may apply to these transactions.

## **5. CU\*TALK VOICE RESPONSE.**

If we approve the CU\*Talk audio response service for your accounts, a separate PIN will be assigned to you. You must use your PIN with your account number to access your accounts. At the present time you may use the CU\* Talk audio response service to:

- Verify the date and amount of your transactions, including deposits, withdrawals, transfers, and payments.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your savings and checking accounts.
- Make loan payments from your share and share draft accounts.
- Determine if a particular item has cleared.
- Check current dividend rates.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on your loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under the CU\* Talk audio response service via a touch-tone telephone only. CU\* Talk audio response service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. The following restrictions on CU\* Talk audio response transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- There is no limit to the number of transactions per call or limits on the account history information available.
- The maximum withdrawal or transfer amount is \$9,999.99 per day and no transfer or withdrawal may exceed the available funds in your account.
- See Transfer Limitation section for transfer limitations that may apply for these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks requested are payable to the owner(s) signed on the account and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of these limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

## **6. PREAUTHORIZED EFTS.**

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share/share draft account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share/share draft account.
- See Transfer Limitation section for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you arranged in advance to make electronic fund transfers out of your account (s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive a written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for preauthorized Electronic Fund Transfers will apply to all subsequent transfers, unless you withdraw the 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 the transfer is scheduled and we do not do so, we will be liable for your losses and damages.

## **7. ELECTRONIC CHECK CONVERSION/ELECTRONIC RETURNED CHECK FEES**

If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund 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. Refer to Member Liability section 14 and Overdraft section 5 in Automatic Clearing House (ACH), Wire Transfers, and Other Payment Order Transactions Disclosure for further information.

## **8. ONLINE BANKING.**

If we approve Online Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time, you may use Online Banking to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share, share draft, loan, IRA, money market accounts, club, and share certificate accounts.
- Make loan payments from your share and share draft accounts.

- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Request stop payments on checks or drafts.
- View and download e-statements.
- Obtain current savings and loan rates.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required 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 of record. We may set limits on the amount of any transaction and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal request you make in any one (1) day.
- The maximum withdrawal or transfer amount is \$9,999.99 per day, and no transfer or withdrawal may exceed the available funds in your account.
- See Transfer Limitations section for transfer limitations that may apply for these transactions.

## **9. MOBILE BANKING.**

If we approve Mobile Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Mobile Banking to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share, share draft, loan, IRA, money market, club and share certificate accounts.
- Make loan payments from your share and share draft accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required 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 of record. We may set limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may in any one (1) day.
- The maximum withdrawal or transfer amount is \$9,999.99 per day, and no transfer or withdrawal may exceed the available funds in your account.
- See Transaction Limitations section for the transfer limitations that may apply to these accounts.

#### **10. BILL PAYMENT.**

We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transfer information is incomplete. We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Payment transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$9,999.99, if there are sufficient funds in your account.

#### **11. TRANSFER LIMITATIONS.**

For all share accounts, no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order, or instruction, or by check, draft, debit card, or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

#### **12. CONDITIONS OF EFT SERVICES**

Ownership of Cards. Any card or other device 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 to another person.

Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the 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.

Foreign Transactions – MasterCard. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or the wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects from applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account. A fee of up to 1% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount it is converted to U.S. dollars. The fees are charged except where excluded.

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

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 savings and checking or loan accounts as provided in this Agreement. Each joint owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account 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.

### **13. FEES AND CHARGES.**

There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM that is 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. The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

Please refer to Schedule of Fees and Charges for additional information.

### **14. MEMBER LIABILITY.**

You are responsible for all transactions you authorize using your EFT services under this Agreement. If you have funds on hold for a debit card transaction that, may take away from your available balance to clear another item resulting in an overdraft. The following example illustrates how this works:

Assume your actual balance and available balance are both \$100, and you swipe your debit card at a merchant for \$60. As a result, your available will be reduced by \$60 so your available balance is only \$40. Your actual balance is still \$100. Before the merchant charge is sent to us for posting, a check that you wrote for \$50 clears. Because you only have \$40 available...your account will be overdrawn by \$10, even though your actual balance was \$100 before the check posted. When the \$60 merchant charge is presented and posted to your account, you will not have enough money in your available balance because of the intervening check, and you will be charged a fee for that transaction as well.

If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or any access code has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or 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.

You are not liable for an unauthorized MasterCard debit card transaction that was conducted at an ATM if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft, if you have not reported two (2) or more incidents of unauthorized use in the past 12 months, if your account is in good standing. Otherwise, your liability for an unauthorized MasterCard debit card transaction that is not conducted at an ATM will be no more than \$50.00.

For all other EFT transactions involving access devices, including transactions conducted at ATMs, your liability for unauthorized transactions are determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code 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 or access codes and we can prove that we could have stopped someone from using your card or access code 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 made by card, access code, or other means, TELL US AT ONCE. If you do not tell us in 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 periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

During business hours: (440) 365-7342 or (866) 365-7345

After business hours: (800) 627-8372

Or write to:

CommStar Credit Union

832 Cleveland Street, Elyria, Ohio 44035. Fax: (440) 366-2928

### **Manage My Cards**

Members may freeze and unfreeze a registered Debit Card by using the Manage My Cards through the app, available free for compatible iOS and Android devices. See Credit Union for details.

*You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission*

## **RIGHT TO RECEIVE DOCUMENTATION.**

### **a. Periodic Statements.**

Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make 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 have the option to receive a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sales (POS) terminal.

### **c. Direct Deposit.**

If you have arranged to have a direct deposit made to your account at least once every sixty (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 440-365-7342 or (866) 365-7345. This does not apply to transactions occurring outside the United States.

### **d. 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 merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and 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.

### **e. Business Days.**

Our business days are Monday through Friday, excluding holidays.

### **1. 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 account to complete the transaction, if any funds in your account are necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used 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 started the transaction.
- 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.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

## **2. NOTICES.**

All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations. The following information is a list of safety precautions regarding the use of ATMs 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 facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete the transaction. If it is after regular hours of the credit union and you are using an ATM, do not permit entrance to any person 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 night deposit facility or coming back 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 your personal identification number (PIN) or access code on your Debit card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

### **3. 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 shown on the front of this 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 later than sixty (60) days after we sent the first statement on which the problem or error appears.

Call us at:

(440) 365-7342; (866) 365-7345

or write to:

CommStar Credit Union

832 Cleveland Street

Elyria, Ohio 44035

- Tell us your name and account number.
- Describe the electronic 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 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 may take up to forty-five (45)\*\* days to investigate your complaint or question. 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 or question 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 after completing our investigation. If we decide 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 thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

\*\*If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

**NOTE.** If the error you assert is an unauthorized MasterCard transaction, other than a cash disbursement at an ATM, we will credit your account within (5) business days unless we determine that the circumstances on your account history warrant a delay, in which case you will receive credit within ten (10) business days.

#### **4. 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 your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. 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 we will not accept any further preauthorized transaction instructions. We may also 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 EFTs made prior to termination.

#### **5. 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 Ohio 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.

#### **6. ENFORCEMENT.**

You are liable to us for any losses, costs, or expenses we incur resulting in your failure to follow this Agreement. You authorize us to deduct any losses, costs, or expenses 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 payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.



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Community Star Credit Union is owned and operated by its members. Membership is a lifetime benefit and is available to the employee and their family members of select employee groups, organizations and residents and workers in select communities.

Community Star Credit Union is chartered in this State of Ohio and is supervised by the Ohio Department of Financial and Professional Regulation.

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**ACCOUNTS INSURED UP TO \$500,000**



American Share Insurance insures each account up to \$250,000. Excess Share Insurance Corporation provides up to an additional \$250,000 of insurance per account. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT-SPONSORED AGENCY.



**EQUAL HOUSING  
OPPORTUNITY**

