



Scient Federal Credit Union  
60 Colver Avenue • P.O. Box 499  
Groton, CT 06340-0499  
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www.scientfcu.org

## DISCLOSURE FOR ELECTRONIC FUND TRANSACTIONS (EFT) AND WIRE TRANSFER NOTIFICATION

### DISCLOSURE FOR ELECTRONIC FUND TRANSACTIONS

Scient Federal Credit Union offers various electronic fund transfer services to our members. We have also provided, and will provide from time to time, plastic Automated Teller Machine Cards (ATM Cards), VISA® Debit (Debit Cards) to certain members who apply for any, and are approved for ATM Cards or Debit Cards. Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through our Home Banking service.

When a secret Personal Identification Number ("PIN") is also provided to a member in relation to an ATM Card or VISA® Debit Card, the ATM Card and PIN and/or the VISA® Debit Card and PIN can be used in any one of a number of Automated Teller Machines (ATMs) to make "electronic fund transfers." Transfers can be made to, from or between one or more accounts in the Credit Union. Simply follow the instructions at the machine. You may use your Card in any authorized Automated Teller Machines of the Credit Union and such other machines or facilities as the Credit Union may designate and participate with for you to use your ATM Card, or VISA® Debit Card. Electronic fund transfers can also be made through our Audio Response System and/or our Home Banking Service once you have been issued secret PINs for those purposes.

This disclosure is furnished to you as a Member of Scient Federal Credit Union. It meets the requirements of both the Federal and Connecticut Statutes, relating to "electronic fund transfers". It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an ATM or in any other manner. It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an ATM or in any other manner.

This disclosure is also a contract. The terms and conditions set out here are binding on you and on us as to the making of such "electronic fund transfers" and the use of the Audio Response System, your ATM and/or VISA® Debit Card and PIN(s), Internet Access or any other electronic fund transfers, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have an ATM Card and PIN, VISA® Debit Card and PIN, Home Banking service access and/or a PIN provided by us and you use them to make such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with an ATM Card, VISA® Debit Card, Electronic Telephone Request (if available) or Home Banking Service to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive an ATM Card or VISA® Debit Card from us without asking for it, but then ask us to provide you with a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to "electronic fund transfers", and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, in so far as "over-the-counter" and other non-electronic transactions are concerned.

In this disclosure, "you" and "your" include the plural in cases where two or more persons have an interest in a single account affected by an "electronic fund transfers" service. "We" or "us" refer to Scient Federal Credit Union.

### The Following Sections Relate To All "Electronic Fund Transfers" Affecting Your Account(S) Whether Made By Use Of An ATM Card Or Otherwise

**1. Accounts Affected.** Each of your accounts at the Credit Union can be subject to some kind of "electronic fund transfer" service, with the exception of IRA's and Certificate accounts. The affected accounts are sometimes referred to in this disclosure as "asset account(s)", "designated accounts" or simply as your "account(s)".

If any of your accounts accessed under this Agreement are joint accounts, then 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 account(s) as provided in this Agreement. Each joint account 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 owner(s) and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner. You may notify us if you do not want your accounts to be subject to any particular type of "electronic transfer" service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our "electronic funds transfers" programs permit at that time.

**2. Account Agreements:** The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.

**3. Minimum Balance:** You must always maintain any minimum balance requirements to be entitled to make, by use of ATM, VISA® Debit Card, Audio Response Transfer service or Home Banking Service, "electronic fund transfers" affecting your account(s). PINs for use with electronic access devices may not be issued to members whose loan payments to us are more than 30 days delinquent. We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.

**4. "Electronic Fund Transfer" Services.** At the present time, you can authorize the following types of "electronic fund transfers" to or from your asset account(s) at the Credit Union.

**A. ATM/Debit Card.** At the present time, you may use your ATM/Debit Card to:

- (i) Withdraw cash from your share or share draft account(s).
- (ii) Make deposits to your share or share draft account(s) at Co-op ATM machines or at Scient FCU ATMs that accept deposits.
- (iii) Transfer funds between your share draft (checking) and share savings accounts whenever you request.
- (iv) Pay for purchases at places that have agreed to accept VISA® Debit Card from your share draft account.

#### Limitations on frequency of ATM/Debit transfers:

The following limitations on the frequency of ATM/Debit Transactions apply:

- There is a daily dollar limit assigned.
- You can use our point-of-sale transfer service provided you do not exceed your account balance or your daily dollar limit assigned to you of \$400 per day.
- The daily dollar limit for MySci accounts is \$100 per day. This limit can be increased once the card holder reaches the age of 18 and requests a permanent increase.

#### Limitations on dollar amounts of ATM/Debit transfers:

The following limitations on the amount of ATM/Debit Transactions apply:

- You may not withdraw an aggregate amount disclosed to you upon opening your account, within any 24 hour period.
- You may buy goods or services each day you use the ATM/Debit card in our point-of-sale transfer service, provided you have sufficient available funds in your account up to your assigned daily dollar limit.

**Additional Limitations:**

- Purchase amounts are limited to \$5,000.00 per 24 hour period.
- You may transfer up to the available balance in your account at the time of the transfer.
- Credit Purchase are Limited to \$5,000.00. Larger limits are available by contacting the credit union 48 hours prior to the purchase. All over the limit of \$5,000.00 will need 48 hours of notification for approval from credit union is required.
- The daily dollar limit for MySci accounts is \$250 per day. This limit can be increased once the card holder reaches the age of 18 and requests a permanent increase.

**ATM Charges for Network Use of ATM**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee by the ATM operator for each transaction during the time you have logged in, regardless of whether you have completed the transaction. For example, you may be charged a "Balance" inquiry fee, even though you have "requested" but do not complete the balance inquiry AND, you may be charged additional fees for each "transaction" attempted, for example, you may be charged for a "fund" transfer, once you "request" a transfer to be made, regardless of whether you completed the transfer.

**A. Our Fee to You for Using Non-Network ATM:**

- You may be charged for each "transaction", during each time you are "logged in" to access your account.
- You may be charged an ATM fee by this Credit Union for each transaction or transfer you make at an ATM that is not owned by Us.
- You may be charged an ATM fee by this Credit Union if you use a "non-network" ATM operated by another financial institution.
- You will not be charged an ATM fee for use of an ATM owned by this Credit Union.

All ATM's that we own are clearly marked.

**B. Our Network ATM Fees:**

You may be charged an ATM fee for the use of ATM's that are *within* our networks, which are COOP and Sum.

A credit union may impose a fee if the imposition of the fee is disclosed at a time and in a manner that allows a user to terminate or cancel the transaction without incurring the transaction fee.

All ATM's that are within our networks above are also clearly marked.

**C. Charges by Third-Parties for Your Use of Their ATM:**

You may also be charged an ATM fee if you use an ATM that is not operated or owned by this Credit Union or its networks, and you "attempt" to make a transaction at this Credit Union.

Anyone who owns and operates an ATM terminal may not impose their own fees upon a consumer for usage of the ATM terminal if the consumer is using an access device.

If you use an ATM terminal not owned by us and do not want to be charged a fee, DO NOT use that terminal.

**B. Home Banking Service:** Your account(s) may be accessed through our Home Banking Service via personal computer and Access ID and Password issued to you by us for the following services:

- Loan Payments;
- Tax information on amounts earned or interest paid;
- Payroll deposit verification;
- Statements;
- Open-End Line-of-Credit (HELOC & Executive Reserve) Advances;
- Loan Payment Transfers;
- Account and loan balance inquiries and Transfers between Accounts;
- Item Clearing status;
- Transfer funds to or from an account to or from another financial institution (External Transfer);

The Home Banking Service is available 24 hours per day; however, this service may be interrupted for a short time each day for data processing. The Home Banking Service will refuse to complete any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account balance below a required amount, or otherwise require us to increase our reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits. There may also be limits on the duration of each access.

If we approve the Home Banking Service for your account, a separate Password will be designated by you. You must use your Password along with your Access ID to access your account(s).

Your accounts can be accessed under the Home Banking Service via personal computers. We may set other 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.

There is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one day, subject to the availability of funds in your account(s) and other limitations set forth herein concerning the specific type of account affected.

**C. SCIENT FEDERAL CREDIT UNION Audio Response System Transfers (EFT).**

The first time you call our audio response unit, your PIN will be the last 4 digits of your social security number and you will be prompted to change it. You must use your PIN or Code along with your account number to access your account(s). At the present time, you may use the Scient Audio Response System services to:

- Loan Payments;
- Item Clearing status;
- Debit Card Transactions;
- Open-End Line-of-Credit (HELOC & Executive Reserve) Advances;
- Loan Payment Transfers;
- Account and loan balance inquiries and Transfers between Accounts;
- Tax information on amounts earned or interest paid

Your accounts can only be accessed under the Scient Federal Connection Audio Response via a touch-tone telephone. The Scient Federal Audio Response System will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing or be interrupted due to technical problems. If you find that the system is "Not Available" when attempting to access, please try again later when the service is restored.

There is no limit to the number of inquiries or transfer requests you make in any one day, subject to the availability of funds in your account(s) and other limitations set forth herein concerning the specific type of account affected.

**D. Regulatory Reporting.** Scient FCU will create for your Checking or Money Market Account a transaction sub account and a savings sub account for the purpose of regulatory reporting to the Federal Reserve. Balances not routinely needed to pay debits may be transferred to a savings sub account for reporting purposes only to the Federal Reserve. The Credit Union may periodically transfer funds between these two sub-accounts for reporting purposes only. Your dividend calculation on dividend bearing accounts will stay the same. This process will not affect your available balance, the dividend you may earn, NCUA insurance protection, your monthly statement, or any other features of this Account.

### **POINT OF SALE Transactions:**

Your VISA® Debit Card may be used to purchase goods or services from merchants who have arranged to accept a VISA® Debit Card as a means of payment. Purchases made with your Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your checking account to be debited for the amount of the purchase. Only checking accounts may be used in connection with point of sale transactions performed with your Card. Please see #32 for more information.

### **CHECK CONVERSION Transactions:**

An Electronic Conversion Transaction is a transfer through an automated clearing house when you provide a share draft to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the share draft is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign.

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:

- (i) Pay for purchases.
- (ii) Pay bills.

**5. Excluded Transactions:** We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owed to us and automatic transfers between your own asset accounts at the Credit Union. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described in Section 4; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in that section.

**6. Fees and Charges:** Certain fees and charges apply to electronic transfers. A fee schedule was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule. No notification will be given if you accessed your Privilege Pay Reserve at a foreign ATM.

We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing or increasing any such fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any authorized account.

*All Electronic Fund Transfer fees that we may apply to your account(s) are disclosed in the Fee Schedule.*

**7. Limitations on "Electronic Fund Transfers":** We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services in Section 4 above. As to transactions other than those made at an ATM, there are no limitations as to how often you can make "electronic fund transfers" described in Section 4. Nor are there any restrictions as to the dollar amount of any one "electronic fund transfer". We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so.

*Please refer to Section 22 for limitations on ATM Transactions.*

### **8. Documentation of Electronic Fund Transfers:**

- **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.
- **Preauthorized 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 (877) 860-MYCU to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly).

**Exception for receipts in small-value transfers: Federal Regulations do not require this Credit Union or any financial institution to make available a receipt at an ATM terminal for an electronic transfer if the amount of the transfer is \$15.00 or less.**

Examples of the types of small-value transfers where you are not entitled to a receipt for transfers of \$15.00 or less include transfers initiated through an automated teller machine (ATM), point-of-sale (POS) terminal, automated clearinghouse (ACH), or telephone bill-payment plan.

In addition, the fact that any financial institution, including this Credit Union, does not make a terminal receipt available for a transfer of \$15.00 or less is not an "Error" for purposes of the error resolution Section below entitled "Errors or Questions".

**Your right to documentation as set forth in subsections A and C of this section does not apply when the electronic funds transfer occurs outside of the United States.**

### **9. Preauthorized Payments & Stop Payments:**

**A. Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how **call us at (877) 860-MYCU** or write us at **Scient Federal Credit Union, PO Box 499, Groton, CT 06340-0499** in time for us to receive your request 3 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 days after you call. (We will charge you a fee as disclosed in our fee schedule for each stop-payment order you give.)

**B. Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 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.)

**C. Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 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. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

**10. Financial institution's liability.** 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, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b. If the transfer would go over the credit limit on your overdraft line.
- c. If the automated teller machine where you are making the transfer does not have enough cash.
- d. If the terminal system was not working properly and you knew about the breakdown when you started the transfer.
- e. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- f. There may be other exceptions stated in our agreement with you.

**11. Confidentiality.** We will 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 credit bureau or merchant, or
- c. In order to comply with government agency or court orders, or

d. If you give us your written permission.

**12. Errors or Questions.** In Case of Error or Questions About your "Electronic Fund Transfers" as described in Section 4:

Call (877) 860-MYCU

or write us at:

Scient Federal Credit Union • PO Box 499 • Groton • CT 06340-0499

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 sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number (if any).
- 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 may require that you send us your complaint or question in writing within 10 business days.

We will 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, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 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 will tell you the results within three business days after completing our investigation. If we decide 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, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

**13. Special Liability Protection Rules for VISA® Debit Card:** You will not be liable for any unauthorized transactions using your Debit Card, when used for point of sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If all of these conditions are met, your liability is zero. Please see #32 for more information.

"Unauthorized use" means the use of your credit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by such Debit.

**14. Our Liability for Failure to Make "Electronic Fund Transfers":** If we do not complete an "electronic fund transfer" as described in Section 4, to or from your accounts on time or in the correct amount according to our agreements with you, we may 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 there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan to make the transfer.
- If funds in your account are subject to garnishment or other legal process.
- If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
- If the transfer would take the balance on your overdraft loan (if applicable) over the credit limit.
- If the automated teller machine where you made the transfer did not have cash.
- If circumstances beyond our control prevent the transfer, despite reasonable precautions we have taken.

We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such "electronic fund transfers":

**15. Business Days:** Our "business days" are Monday through Friday, excluding holidays listed below.

Main Office • 60 Colver Ave, Groton, CT 06340-0499 • (877) 860-MYCU

Main Office Lobby Hours: Monday-Thursday 8:30 a.m. to 4:30 p.m. and Friday 8:30 a.m. to 6:00 p.m.

Please contact our branch office or visit our website for our Federal Holiday closing schedule. We reserve the right to change our "business days" and hours.

**16. Regulatory Agency:** If you believe that we may have violated the federal Electronic Funds Transfers Act or any Connecticut Electronic Funds Transfer Regulations, you may contact the following regulatory authority:

Department of Banking • 260 Constitution Plaza • Hartford • CT 06103-1800

Phone: (860) 240-8299

**17. Amendments/Termination:** We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. However, in the specific cases mentioned earlier, we will give you at least 21 days advance written notice. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. You may also terminate this agreement at any time, however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, ATM Cards, VISA® Debit Cards, which remain the property of the Credit Union.

**18.** The effective date of this disclosure (agreement) is **November 5, 2021**.

**19. Location of Machines:** The number and location of Automated Teller Machines is, of course, subject to change at any time.

**20. Card Ownership:** All ATM Cards, VISA® Debit Cards, and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your ATM or VISA® Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to make an electronic Scient Audio Response System transaction or Home Banking transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request, along with any additional fees.

**21. Secrecy of PIN:** If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM Card, VISA® Debit Card or on any item you keep with your cards. If you do not keep your PIN separate from your ATM Card or VISA® Debit Card, your privileges may be revoked at our option.

**22. Dollar Limitations on "Electronic Fund Transfers":** There is a daily dollar limit set on all ATM/VISA® Debit Cards for ATM usage. To protect against possible losses, your card will not allow you to withdraw more than the amount disclosed to you upon issuance of your ATM/ VISA® Debit Card during such a 24-hour cycle (even if two ATM Cards have been issued for a single account). For example, when a husband and wife each have a card for their joint account.) If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance.

**23. Daily VISA® Debit Card Transaction Limitation:** The single day transaction limitation for your VISA® Debit Card is limited to a designated amount established when your Debit Card is issued and, in any event, not exceeding the then available balance in your account.

**24. Responsibility for VISA® Overdraft:** If you obtain cash from an ATM which creates a shortage in your account, or if you overdraw an account through use of the Audio Response System access service, Home Banking Service access or otherwise, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your share draft account per occurrence. If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft

protection you have selected. If there are not sufficient funds to make a transfer according your overdraft line of credit, or if you have no overdraft protection, then such overdraft will be paid to us as provided in the first sentence of this section.

**25. Crediting of Deposits and Payments:** Deposits or payments made in an Co-Op ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.

**26. Advisory Against Illegal Use:** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**27. Governing Law:** This Agreement and Disclosure is governed by the Bylaws of Scient Federal Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of Connecticut.

**28. Enforcement:** You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this Agreement from your accounts with us.

**29. Currency Conversion Fee and Foreign Transaction Fee.** If you effect a transaction with your VISA® Card in a currency other than U.S. Dollars, VISA® will convert the funds into U.S. Dollars and charge your account in U.S. Dollars. VISA® will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards.

The conversion rate used by VISA® to determine the transaction amount in U.S. Dollars for such foreign transactions is a rate set by Visa from the range of rates available in wholesale currency markets for the applicable Transaction, which rate may vary from the rate Visa itself receives; or the rate mandated by a government or a governing body in the country in which the Transaction occurred.

The applicable rate is the rate when the transaction occurs. The currency conversion rate used by VISA® Incorporated may vary from the rate VISA® itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

If there is no currency conversion but the transaction was completed by a financial institution located in a foreign country (what VISA® labels a "single-currency transaction") the International Service Assessment (ISA) is 1% of the transaction; including cash advances, purchases and credits to your account.

A "multi-currency" conversion is a "currency conversion" **and** an assessment of an International Service Assessment (ISA) fee.

If there is a "multi-currency" conversion, the ISA will continue to be 1% of the transaction. An international transaction is a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your VISA® account for each foreign transaction.

A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases, regardless of whether you are physically located inside or outside of the United States or initiate the transaction inside or outside the United States. The currency conversion rate used for a particular transaction will be the rate for the applicable currency on the date the transaction occurs. Each "transaction" completed can cause an additional foreign transaction fee to be incurred and billed to your VISA® card. Some purchases, such as online purchases from foreign merchants located in foreign currency, will incur foreign transaction fees. Even if your transaction is executed in U.S. Dollars, it may incur a foreign transaction fee if it is routed through a foreign financial institution.

Your "Foreign Transaction" fee is 1% of the transaction amount. Your Currency Conversion fee is an **additional** 1% of the transaction for the "Currency Conversion".

### 30. Consumer Liability:

- a. **Consumer Liability.** Tell us AT ONCE if you believe your Automated Teller Machine Cards (ATM Card), VISA® Debit Card and/or PIN(s) or your Scient Federal Connection Audio Response System or Home Banking Service access service 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 (plus your maximum overdraft line of credit). You will have zero liability if you tell us within 2 business days after you learn of the loss or theft of your Automated Teller Machine Card (ATM Card), VISA® Debit Card or your PIN(s) and/or your Scient Audio Response System or Home Banking Service access PIN/Code, 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(s), and we can prove we could have stopped someone from using your card(s) and/or PIN 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, 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 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.
- b. **Contact in event of unauthorized transfer.** If you believe your Automated Teller Machine Cards (ATM Card), VISA® Debit Card and/or PIN(s) have been lost or stolen, or your Scient Audio Response System or CU Online Service Passcode has been compromised, call: (877) 860-MYCU or write us IMMEDIATELY at:

**Scient Federal Credit Union • PO Box 499 • Groton, CT 06340-0499**

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.

- c. **Authorization.** If you furnish another person with your ATM card and PIN, VISA® Debit Card and PIN, any operable Code, Scient Audio Response System PIN/Code, Home Banking Service Password, or check book, you will be responsible for all "electronic fund transfers" initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers.

**31. RIGHT OF OFFSET (Shares Lien): IF YOU REQUEST THAT WE ISSUE A PIN TO YOU, AND IF YOUR CARD OR YOUR PIN MAY BE USED TO ACCESS OPEN-END CREDIT PLAN AGREEMENT(S) WITH US BY WAY OF OVERDRAFT PROTECTION, FUTURE ADVANCES OR OTHERWISE, A SECURITY INTEREST IN YOUR ACCOUNT(S) WITH US ARE A CONDITION TO THE ISSUANCE OF THE CARD AND THE PIN. IN THAT EVENT, YOU GIVE US A SECURITY INTEREST IN ALL ACCOUNTS WITH US IN WHICH YOU HAVE AN INTEREST EITHER NOW OR IN THE FUTURE, INCLUDING ACCOUNTS ON WHICH YOU ARE A JOINT OWNER AND WHICH SECURE ALL ADVANCES MADE UNDER YOUR OPEN-END CREDIT PLAN AGREEMENT WHETHER DIRECTLY OR INDIRECTLY, THROUGH THE USE OF YOUR CARD. YOU HEREBY AUTHORIZE US TO APPLY FUNDS IN YOUR ACCOUNT(S) TO PAY AMOUNTS UNDER YOUR OPEN-END CREDIT PLAN AGREEMENT IF YOU ARE IN DEFAULT. YOU ARE NOT GIVING US AN INTEREST IN ANY ACCOUNT, INCLUDING ANY INDIVIDUAL RETIREMENT ACCOUNT, WHICH WOULD LOSE SPECIAL TAX TREATMENT IF GIVEN AS SECURITY AND APPLIED TO YOUR LOAN(S).**

**32. VISA® Debit Card Network Disclosure - Non-Visa® Debit Transaction Processing.** This VISA® Debit Card Network Disclosure is effective January 1, 2009 and provides notice to you that as a VISA® Debit Card holder, you may initiate a VISA® Debit Card transaction on a non-VISA® Network without a PIN anywhere the card is accepted without those transactions being protected by VISA® zero liability for unauthorized transactions and fraud. In addition, you may not receive any other benefits for using your VISA® Debit Card, such as any accumulation of VISA® Network points, or product warranties provided by using the VISA® Network for purchases, or any other authentic VISA® incentive when your transactions are processed by non-VISA® Networks. The provisions in your VISA® Cardholder agreement relating only to VISA® Transactions are inapplicable to non-VISA® transactions.

Your VISA® Debit Card with the VISA® Logo may be accepted and process transactions that are not processed through "VISA's Network". "VISA's Network" provides protection to you that requires entry of a PIN number to access your funds/account as a Debit Account, while the following known network(s) utilized by some merchants through "non-VISA® Networks" do not provide zero liability to you as a card holder. Those "non-VISA® Network" transactions are not covered by the VISA® zero liability process for unauthorized transactions.

We are aware of the following networks that offer a PIN-less payment option: STAR, PULSE, NYCE, COOP, and ACCEL/Exchange. These "Non-VISA® Debit Transactions" would not be conducted through VISA's Network and therefore, would not receive VISA® zero liability and fraud protection. There may be other Networks that process your transactions through non-VISA® Networks and allow certain bill payment products and certain merchants to initiate payment transactions through non-VISA® Networks without a personal identification number (PIN). All other transactions initiated by cardholders on non-VISA® Networks required cardholders to enter a PIN.

VISA® represents that its VISA® zero liability policy virtually eliminates consumer liability in cases of card fraud for all VISA® card transactions processed through the VISA® Network, including online purchases. Merchants who use non-VISA® Networks will process your transaction(s), however, those transactions are not eligible for VISA® zero liability or fraud protection.

This new rule allows you as the cardholder to initiate a VISA® Debit Card transaction on a non-VISA® network without a PIN anywhere the card is accepted. For example, you as a VISA® Debit Card holder go to a merchant's web site and select a VISA® payment option since the card has the same VISA® logo as is on the card. If that merchant does not use a VISA® Network, your transaction will be processed as a Non-VISA® Debit Transaction that does not provide zero liability to you. In order to insure the zero liability and fraud protection, you would need to verify that the merchant utilizes a VISA® Network and not one of the non-VISA® networks identified above. Or, for example, you may charge a transaction with a non-VISA® Network participating merchant, in which case that transaction would not receive the VISA® zero liability and fraud protection.

This Disclosure is an amendment to any new or existing VISA® Agreement with this Credit Union and may be amended at any time. Usage of your card represents an acknowledgement of the receipt of this disclosure.

**33. Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**34. Using Visa Account Updater (VAU) Service.** If you give your debit card number to a merchant with authorization to bill it for recurring payments, or keep it on file for future purchases or payments, and your debit card number or expiration date changes, you should notify the merchant with your new debit card information. We subscribe to the Visa Account Updater Service (VAU) and provide updated debit card information to the VAU Service. If a merchant participates in the VAU Service, that merchant will receive the updated debit card information. Because not all merchants subscribe to the VAU service, we recommend you notify each merchant of your new debit card number and/or expiration date to ensure your payments continue uninterrupted.

## WIRE TRANSFER NOTIFICATION

### (Uniform Commercial Code Article 4A)

The following rules shall apply to all wire transfers services provided by the Credit Union.

Scient Federal Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay dividends on the amount of the transfer, you will be paid dividends on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys fees, unless otherwise provided by law or regulation.

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

We may accept on your behalf payment to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Connecticut, including Article 4A of the Connecticut Uniform Commercial Code, and as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transaction involving your account.