

CONSUMER LIABILITY

Authorized and Unauthorized Use of ATM Card and PIN

You are responsible for all Debit Card transactions made by you or anyone else who uses your card and PIN with your knowledge or consent. You also are responsible for unauthorized use of your card and PIN to the extent allowed by applicable Federal and State law.

Please contact ITT EFCU at once if you believe that your card and/or PIN have been lost or stolen or money is missing from your account, or that other unauthorized use of your card or PIN has or may occur. If you inform ITT EFCU of unauthorized use of our card within two (2) business days after learning of the loss or theft, the most you can lose is \$50.00. Telephoning ITT EFCU immediately will help keep your possible losses down.

If someone uses your card without permission, you could lose up to \$500.00 if you do not contact ITT EFCU within two (2) business days after learning of the loss or theft, and ITT EFCU can prove that it could have prevented the losses if you had notified us. If your statement of account shows transactions that you did not make, contact ITT EFCU at once. If you do not report these transactions to ITT EFCU within sixty (60) days after the statement was mailed to you, you could forfeit any money lost if ITT EFCU can prove that proper notification would have prevented those losses. If circumstances (such as extended travel or hospitalization) prevent your contacting ITT EFCU, the time periods may be extended.

Lost Cards – Address and Telephone Numbers

If you believe your card and PIN have been lost or stolen or that someone has withdrawn or transferred or may withdraw or transfer money from your designated account(s) without your permission, immediately call (260) 451-6161 or go to www.ittefcu.org and click on the "Lost Card" link located on each page.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the ATM where you are making the transfer does not have enough cash;
- If the ATM was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If the ATM is closed or shut off for maintenance;
- If funds in your accounts are pledged or are otherwise not available;
- If the money in your account is subject to legal process or other claim;
- If your card has been reported lost or stolen;
- If your card, due to damage or deterioration, does not function properly;
- If this Agreement has been terminated.
- If there are other exceptions as established by us.

ITT EFCU will also be liable for failure to stop payment of a pre-authorized transfer from a member's account when properly instructed to do so in accordance with the terms and conditions of the account and this Agreement. ITT EFCU will be liable for actual proven damages when an error described above is unintentional.

There also may be other exceptions to ITT EFCU's liability provided applicable by law. ITT EFCU is not required to complete any of the exception transactions. But if it does, you agree to pay the excess amount or the amount improperly withdrawn or transferred immediately upon request.

DISCLOSURE OF INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the Electronic Fund Transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us your written permission (must include signature).

TERMINATION

ITT EFCU reserves the right to refuse approval, to restrict, or to terminate this Agreement at any time for any reason and without notice:

- If you or an authorized user violate this Agreement with the Credit Union or misuse your card;

- If you believe there has been or will be an unauthorized use of your Card;
- If your primary share account drops below the minimum share balance of \$5.00 for any reason;
- If you have excessive overdrafts or fail to pay the Credit Union all fees assessed;
- If you or an authorized signer on your account, request that we cancel your ATM Card;
- If a loan or credit card payment is more than 30 days past due. You can terminate this Agreement either by closing your designated account(s) or by notifying ITT EFCU in writing and no longer using your Card and PIN. If more than one person is authorized to use ITT EFCU ATM/Debit Card services on your designated account(s), or if another person has your Card and PIN, ITT EFCU cannot prevent that person from making transactions on your account(s) without terminating your ITT EFCU ATM Card services. You agree to allow ITT EFCU 24 hours to terminate ITT EFCU ATM/Debit Card services after notice is received. You remain responsible for ITT EFCU ATM/Debit Card transactions during this time.

Revocation or termination shall not affect existing liabilities on transactions made prior to the termination of this Agreement.

All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at the address specified below. We reserve the right to change the terms and conditions upon which these services are offered at any time, but we will give you notice twenty-one (21) days before the amendment will result in increased fees or liability to you or stricter limitations on the transfers you can make. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of an Electronic Fund Transfer system or account.

RECOVERY

You agree that ITT Employees' Federal Credit Union is entitled to recover any money owed by you as a result of your use of our ATM services and you agree to repay any withdrawals which create an overdrawn balance on any of your designated account(s). The Credit Union has a security interest in all shares, future shares and deposits to any money you owe. If any legal action is required to enforce any provision of this Agreement or to recover any money owed by you, you agree to pay all costs including attorney's fees.

AGREEMENT

Under this Agreement and Disclosure, you agree as follows:

- To abide by the rules and regulations, as amended, of the ITT Employees' Federal Credit Union relating to the use of the Telephone Teller/Internet Account Access, ITT Employees' Federal Credit Union ATM, and other Electronic Fund Transfers. These rules and regulations are binding upon you.
- That the ITT Employees' Federal Credit Union Debit Card is the property of ITT Employees' Federal Credit Union and will be delivered to us immediately upon request.
- That the ITT EFCU and the ATM network may follow all instructions given by you through ATMs, Telephone Teller/Internet Account Access and all other Electronic Fund transactions.
- That the Telephone Teller/Internet Account Access Personal Security Number (PIN) and Debit Card PIN are issued to you for your security and are confidential and should not be disclosed to third parties or recorded in your wallet or on your Debit Card. If the account is a joint account, you may authorize the joint member to use your PIN or Telephone Teller/Internet Account Access Personal Security Number (PIN). Any authorizations given, however, shall be at your risk and liability.
- That when we authorize the cashing of a check/draft for you, if any check/draft cashed fails to be paid promptly and is delivered to us, you authorize us to pay the amount of the check/draft and to charge your account with the amount the Credit Union paid. You agree that the delivery to you of any such unpaid check/draft constitutes a full release and discharge to us for the amount withdrawn from your account.

ELECTRONIC FUNDS DISCLOSURE STATEMENT/ATM CARD HOLDER AGREEMENT

ITT EFCU is pleased to offer its members financial services 24 hours a day. By using the Debit Card and Personal Identification Number (PIN) or Telephone Teller/Internet Account Access and their Personal Identification Number (PIN), you may complete certain transactions described in this Agreement.

The purpose of this Disclosure Statement/ATM Cardholder Agreement is to make you aware of your rights and responsibilities regarding the use of our Electronic Funds Transfer Services.

The acceptance, retention, or use of the Debit Card or Telephone Teller/Internet Account Access or any other Electronic Fund Transactions by you constitutes an agreement between you and the ITT EFCU in accordance with the terms and provisions that follow. Under the Electronic Fund Transfer Act and Regulation E certain disclosures are required to be made to our members who are involved in transfers of funds through the use of an automated teller machine (ATM), audio response (Telephone Teller), Internet Account Access, as well as electronic deposits of funds such as social security, retirement, and payroll checks as well as pre-authorized automatic transfers of funds out of an account including electronic check transfers.

TELEPHONE TELLER/INTERNET ACCOUNT ACCESS

You may use Telephone Teller/Internet Account Access and your Personal Identification Number (PIN) to access your ITT EFCU accounts to:

- Transfer funds between your share draft account and share account.
- Make payments on your ITT EFCU loans and obtain rate quotations and review your account and loan history. .
- Check balances on your share draft account or share account or outstanding loans.
- Check total interest paid on consumer loans and mortgage loans for current and prior year.
- Check total dividends earned for current or prior year.
- Make other inquiries of last three share deposits or share draft deposits, last fifteen share draft checks to have cleared, last loan payment made, next scheduled loan payment due date and amount, and total IRA contributions for current tax year.
- Change Telephone Teller access number.
- Access your line of credit.
- Download account history to hard drive or to software such as Microsoft Money®.
- Pay most bills with Bill Payer option, through Internet Account Access.

All transactions or inquiries done on Telephone Teller /Internet Account Access have no service charge. You are unable to make withdrawals or deposits on your IRA or your certificates through Telephone Teller/Internet Account Access.

With Telephone Teller, you can access your accounts by using a Touch Tone telephone only. Not all push-button telephones are Touch Tone. Check with your telephone company if you are unsure. Telephone Teller/Internet Account Access is available for your convenience seven (7) days per week twenty-four (24) hours per day. This service may be interrupted for brief periods for processing. If you call/log on during this time, you will hear/see a message advising you that the system is unavailable. The local Telephone Teller number is (260) 451-6436. This number may be used outside of the immediate Credit Union telephone area but such calls are not toll-free.

DIRECT DEPOSIT / AUTOMATIC WITHDRAWAL

You can arrange to have certain recurring payments automatically deposited to your account. Examples of this service include the direct deposit of social security payments, other government payments and the direct deposit of your wages and salary. You can arrange to have certain recurring withdrawals automatically paid from your share draft account. One example of this is the payment of insurance premiums. The Credit Union's normal overdraft procedures and fees will apply for automatic withdrawals from share draft/checking. If a withdrawal is presented and there are non-sufficient funds (NSF), a \$20.00 NSF fee will be charged and the payment will be returned.

If your automatic pre-authorized payments vary in amounts, the person you are going to pay should tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose to receive notice only when the payment would differ by more than a certain amount from the previous payments or when the amount would fall under certain limits you set.

ITT EFCU SHARE SYSTEM ATM CARD

This agreement describes how to use the Debit Card and PIN, explains some of your rights and responsibilities as a cardholder, and provides disclosures required by Federal laws. ITT EFCU's Debit Card services are governed by the agreement/signature cards covering your checking and savings accounts (when applicable). Each transaction will be subject to any of the agreements you have with us and the Credit Union's rules

covering your accounts (i.e. minimum balance requirements, or shares pledged as security on a loan).

Any account which is designated for use with your Debit Card and PIN is called a "designated account".

When your account is a joint account, either party is authorized to perform transactions under your existing account arrangements with us. Each party is fully liable under this agreement. If you give your Card and Pin to someone, you are responsible for any transactions that person makes until the joint owner designation is changed in writing by all parties. Debit Cards can only be issued to a joint owner on the account. Because the Debit Card allows access to both the savings and the share draft account, the joint owners must be signed on both accounts for an Debit Card to be issued.

You will maintain sufficient funds in the relating accounts to cover all outstanding debts to the accounts. Anyone who has your Debit Card and PIN can make Transactions against your designated account(s), so you should guard the secrecy of your PIN. You agree not to write your PIN on your Debit Card and not keep it any place where it may be found with your Debit Card. When you sign the Debit Card application, you agree to be bound by the terms of this Debit Cardholder Agreement. The use of the ITT EFCU Debit Card services will also indicate that you agree to these terms. The Debit Card and PIN are not assignable or transferable.

Please note that ATMs are not aware of automatic overdraft and will only allow withdrawals from the available account balances. Some of these services may not be available at all terminals. Daily Approved Limits

\$300.00	ATM Withdrawal
\$1500.00	Point of Sale Purchase

Subject to the balance available in your designated account(s), you may withdraw up to your approved limit in cash during 24 hour ATM business day.

Funds Availability

Funds are subject to availability. Secured or pledged shares will not be available. Reasons for secure funds may include collateral on a loan or check holds if any. Deposits made by Electronic Direct Deposit will be available on the day we receive the funds.

Balance Inquiries

The dollar amount reported to you on balance inquiries at the ATM may show last business days balance. Through Telephone Teller /Internet Account Access you will receive the most current balance less any ATM activity the past ATM business day. On both Telephone Teller/Internet Account Access and the ATM, The balances represent your total ledger balance and will not consider the amount of holds, secured or pledged shares.

Remember there is a service fee for inquiries made at the ATM and the balance may not be up-to-date. Telephone Teller/Internet Account Access has no service fee. Telephone Teller phone number is (260) 451-6436 and may be accessed at any time via a touch tone phone after you apply for the free service at any of our offices.

TRANSACTION FEES ON OUR SHARE SYSTEM CARD

- Free First 10 withdrawals and/or transfers per month; then \$1.00 each there after.
- Free Each ATM deposit.
- 1.00 Each balance inquiry on any ATM system
- 2.00 PIN Number reissue from Credit Union Office
- 2.00 Each Card issue fee
- 5.00 Each replacement Card fee
- 5.00 Each Revoked ATM Card fee
- 1.50 Each transaction not on our Card

BUSINESS DAY

Our business days are 8:00 AM to 4:00 PM Monday through Friday. Holidays are not included as a business day.

MEMBER'S RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

- Terminal transfers. You will get a receipt at the time you make any transfer to or from your account using ATMs.
- Pre-authorized credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may call us at (260) 451-6161 to find out whether or not the deposit has been made.
- Deposits will not be credited to your designated account balance until they are verified, which may not occur until the next business day.

- Periodic statement. You will receive a monthly statement for any deposit made to your designated account(s) when Electronic Funds Transfers occur. You will receive a quarterly statement on your designated account(s) if:
- You have requested Electronic Funds Transfer Service, but you make no electronic transactions during the month.
- Your only electronic transaction during a quarter is a pre-authorized credit.

All deposits are subject to verification.

EFFECTIVE DATE OF TRANSACTIONS

Because of the servicing schedule and processing time required in electronic and telephone transactions, there may be a delay between the time a transaction takes place and when it is posted to your account. For dividend calculation and for all purposes or disputes, the controlling date for any transaction will be the earlier of the transaction posting date or the effective date as shown on your periodic statement.

ERRORS OR QUESTIONS ABOUT ELECTRONIC TRANSACTIONS

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, immediately call or write:

(260) 451-6161
ATM Department
ITT Employees' Federal Credit Union
P O Box 12685
Fort Wayne, IN 46864

ITT EFCU must hear from you within 60 days after we have sent you the first statement on which the problem or error appeared. Include the following information when you contact us:

- Your name and account number.
- A description of the error or the transaction in question.
- An explanation of why you believe an error was made or why you need more information.
- The dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10 business days after we hear from you and we will correct any error promptly. If we need more time; however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will re-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 re-credit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. If any monies were credited to your account from the time of the dispute, these monies will be reversed. You may ask for copies of the documents that we used in our investigation.

STOP PAYMENT RIGHTS

You may stop payment of pre-authorized electronic transfer from your account by notifying ITT EFCU orally or in writing at any time up to three (3) business days before the scheduled transfer date. We may require written confirmation of the stop payment order if you initially notify us orally, but only if we inform you of the requirement for written notice when you contact us orally. At that time, we will give you the address to which you should send the written confirmation. If we ask for written confirmation but you do not provide it within 14 days, the oral stop-payment order will no longer be binding on us.

We will charge you our normal fee for each stop-payment order you give us, according to our current fee schedule established by the Board of Directors.

If you order us to stop one of these payments three (3) business days or more before the payment is scheduled and we do not do so, we will be liable for your losses and damages.

ittemployees'
federal credit union

Visa Debit Cards

This disclosure and agreement contains information important to your rights and responsibilities as they pertain to your use of Electronic Funds Transfer services at ITT Employees' Federal Credit Union.

Agreement and Disclosure under Electronic Funds Transfer Act and Regulation E

Please retain for future reference