

Use of your Personal Identification Number on ITT Employees' Federal Credit Union Internet Access Site will mean that you have accepted and agreed to electronically receive and comply with ITT Employees' Federal Credit Union's Electronic Funds Transfers Disclosure, which appears below, as amended from time to time. Date of Notice: November 16, 2006.

---

**Important Account Information for our Members****Electronic Fund Transfers Disclosure Statement  
Your Rights and Responsibilities**

ITT Employees' Federal Credit Union is pleased to offer to its members financial services 24 hours a day 7 days a week. By using the ATM/debit card and Personal Identification Number (PIN) or Telephone Teller, Internet Access, or Bill Payment plan our members can complete certain transactions described in this agreement.

The purpose of this disclosure statement/ATM cardholder agreement is to make members aware of their rights and responsibilities regarding the use of our electronic funds transfer services.

The acceptance, retention, or use of the ITT Employees' Federal Credit Union ATM/debit card, Internet Access, or Telephone Teller or any other electronic fund transactions by the member constitutes an agreement between the member and the ITT Employees' Federal Credit Union in accordance with the terms and provisions which follow.

Under the Electronic Fund Transfer Act and Regulation E, certain disclosures are required to be made to our members transferring of funds through the use of electronic systems. Some examples would be the use of an automated teller machine (ATM), Debit Card, Point of Sale Purchase, Use of Audio Response (Telephone Teller), Internet Access, Bill Payment, electronic deposits of funds such as Social Security, Retirement, and Payroll Checks and pre-authorized automatic transfers of funds out of an account including electronic check transfers.

**Telephone Teller and/or Internet Access**

Members may use Telephone Teller or Internet Access and their personal security code to access their ITT Employees' Federal Credit Union accounts to:

- Transfer funds between share and share draft accounts.
- Make payments on ITT Employees' Federal Credit Union loans.
- Check balances on share draft account, 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 share and/or share draft deposits, share draft checks cleared, next scheduled loan payment due date and amount, and loan balance.
- Change telephone teller access number.
- Access a pre-approved line of credit through Telephone Teller or Internet Access.

All transactions or inquiries performed on Telephone Teller and Internet Access have no service charge. The member is unable to make withdrawals or deposits on IRA or certificates through Telephone Teller.

With Telephone Teller, members can access their accounts by using a touch-tone telephone only. Not all push-button telephones are touch-tone. Telephone Teller is available for the member's convenience

seven (7) days per week twenty-four (24) hours per day. 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**

Members can arrange to have certain recurring payments automatically deposited to their account. Examples of this service include the direct deposit of social security payments, other government payments and the direct deposit of wages and salary. Members can arrange to have certain recurring withdrawals automatically paid from their 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 automatic pre-authorized payments may vary in amounts, the merchant that is being paid should tell members ten (10) days before each payment, when it will be made and how much it will be. Members may choose to receive notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall under certain pre-established limits.

**ITT Employees' Federal Credit Union Share System ATM/Debit Card**

This agreement describes how to use the ATM/debit card and PIN, explains some of member's rights and responsibilities as a cardholder, and provides disclosures required by federal laws. The agreement/signature cards covering checking and savings accounts (when applicable) govern ITT Employees' Federal Credit Union's ATM/debit card services. Each transaction will be subject to any of the agreements members have with the credit union and the credit union's rules governing member accounts (i.e., minimum balance requirements, or shares pledged as security on a loan).

Any account, which is designated for use with an ATM/debit card and PIN, is called a "designated account".

When a members account is a joint account, either party is authorized to perform transactions under the existing account arrangements with the credit union. Each party is fully liable under this agreement. If a member gives their card and PIN to another party, the member is fully responsible for any transactions that person makes until all parties change the joint owner designation in writing. ATM/debit cards can only be issued to a joint owner on the account. Because the ATM/debit card allows access to both the savings and the share draft account, the joint owners must have signed on both accounts for an ATM/debit card to be issued.

Members must maintain sufficient funds in the relating accounts to cover all outstanding debts to the accounts. Anyone who has an ATM/debit card and PIN can make transactions against designated account (s), so members should guard the secrecy of their PIN. Members agree not to write their PIN on their ATM/debit card and not keep it any place where it may be found with the ATM/debit card. When a member signs the ATM/debit card application, they are bound by the terms of this ATM/debit cardholder agreement. Use of the ITT Employees' Federal Credit Union ATM/debit card services indicates that the member agrees to these terms. The ATM/debit card and PIN are assigned randomly and are not transferable.

**ITT Employees' Federal Credit Union's ATM/Debit Card Uses**

Members may use our ATM/debit card and PIN to:

- Withdraw cash from designated account(s)
- Make deposits to designated account(s)
- Transfer funds between designated accounts
- Make balance inquiries on designated account(s)
- Change PIN number

- Add to a pre-approved line of credit loans
- Make point of sale purchases

Please note that ATMs are not aware of automatic overdraft and will only allow withdrawals from the available account balances.

Deposits can only be made at share system ATMs and ATMs of other financial institutions that are members of affiliate networks of share system.

Some of these services may not be available at all terminals.

**Approved Daily Withdrawal Limits ATM/Debit Card**

\$ 105.00	SHARE ACCOUNT ONLY
\$ 305.00	SHARE AND SHARE DRAFT
\$ 550.00	POINT OF SALE ATM CARD
\$ 1500.00	POINT OF SALE DEBIT CARD

Subject to the balance available in the designated account(s), members may withdraw up to their approved limit in cash during each 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, court ordered freeze or check holds if any. Deposits made by electronic direct deposit will be available on the day the funds are received by the credit union.

**Balance Inquiries**

The dollar amount reported on ATM balance inquiries may show last business days balance rather than the current account balance. Through telephone teller members will receive the most current balance less any ATM/debit card activity the past ATM business day. For both telephone teller and the ATM, the balances represent total ledger balance and will not consider secured pledged shares or account holds.

Remember, there is a service fee for ATM inquiries and balances may not be current. Telephone teller has no service fee. Telephone teller phone number is (260) 451-6436 and may be accessed at any time from a touch tone phone after applying for the free service at any of our offices.

**Transaction Fees On ITT Employees' Federal Credit Union Share System ATM/Debit Card**

Free	First 10 transactions (withdrawals, transfers, line of credit addition) per month on any ATM, then \$1.00 for each of this type transaction for balance of month.
Free	Each ATM deposit
Free	Each ATM/debit card point-of-sale transaction
\$ 1.00	Each balance inquiry on any ATM system
\$ 20.00	Each NSF fee
\$ 1.50	Each non-ITT Employees' Federal Credit Union transaction performed at our ATM

**Business Day**

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

**Member's Right to Receive Documentation of Transfers**

1. Terminal transfers. Members can get a receipt at the time they make any transfer to or from accounts using ATMs.
2. Pre-authorized credits. If a member has arranged to have direct deposits made to an account at least once every sixty (60) days from the same person or company, they can check on the account through

telephone teller or by using internet access web site to check if the deposit was made. Also, they may call the credit union at 260-451-6161 to verify that the deposit has been made or ask any questions about the deposit.

3. Deposits will not be credited to a designated account balance until they are verified, which may not occur until the next business day.
4. Periodic statement. Members will receive a monthly statement for any deposit made to any designated account(s) when electronic funds transfers occur. Members will receive a quarterly statement for designated account(s) if:
  - A. Electronic funds transfer service was requested, but no electronic transactions were made during the month.
  - B. The only electronic transaction during a quarter is a pre-authorized credit.
5. 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 the member's account.

**Errors or Questions about Electronic Transactions**

If a statement or receipt is in error or if more information is needed about a statement or receipt transaction the member should immediately call or write:

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

ITT Employees' Federal Credit Union must hear from the member within 60 days after the credit union has sent the first statement on which the problem or error appeared. The following information must be included when the contact to ITT Employees' Federal Credit Union is made regarding a possible error:

1. Member's name and account number
2. A description of the error or the transaction in question
3. An explanation of why you believe an error was made or what information is needed
4. The dollar amount of the suspected error

If are told verbally, the credit union will require that a member's complaint or question be received in writing within 10 business days.

The credit union will inform the member of the results of the investigation within 10 business days after receiving a written complaint or question and will correct any error promptly. If the credit union needs more time, however, we may take up to 45 days to investigate a complaint or questions. If we decide to do this, we will credit the account within 10 business days for the amount in dispute, so that the member will have the use of the money during the time it takes us to complete our investigation. When we ask a member put their complaint or question in writing and we do not receive it within 10 business days, we may not credit the account.

If the credit union concludes that there was no error, the member will receive a written explanation within three (3) business days after conclusion of any investigation. If any monies were credited to an account at the time of the dispute, these monies would be reversed. The member may ask for copies of the documents used by the credit union in the investigation.

**Stop Payment Rights**

A member may stop payment of pre-authorized electronic transfer from an account by notifying ITT Employees' Federal Credit Union orally or in writing at any time up to three (3) business days before the scheduled transfer date.

The credit union may require written confirmation of the stop payment order if initially notified orally, but only if the credit union informs the member of the requirement for written notice when oral contact was made. At that time, the credit union will give the member the address where to send the written confirmation. If the credit union asks for written confirmation but do not receive it within 14 days, the oral stop-payment order will no longer be binding on ITT Employees' Federal Credit Union.

The credit union will charge members the normal fee for each stop-payment order presented according to our current fee schedule established by the board of directors.

If the credit union receives a written order to stop one of these payments three (3) business days or more before the payment is scheduled and we do not do so, the credit union will be liable for any losses and damages.

**Consumer Liability of Authorized and Unauthorized Use of ATM Card and PIN**

The member is responsible for all ITT Employees' Federal Credit Union ATM/debit card transactions made by them or any other party using their card and PIN with their knowledge or consent. The member is also responsible for unauthorized use of their card and PIN to the extent allowed by applicable federal and state law.

The member should contact ITT Employees' Federal Credit Union immediately if they believe their card and PIN has been lost, stolen, money missing from their account, or that other unauthorized use of their card or PIN has or may occur. If a member informs ITT Employees' Federal Credit Union of unauthorized use of their card or PIN within two (2) business days after learning of the loss or theft, the most the member can lose is \$50.00. Telephoning ITT Employees' Federal Credit Union immediately will help keep any possible losses down.

If a member's card is used without permission, the member could lose up to \$500.00 if they do not contact ITT Employees' Federal Credit Union within two (2) business days after learning of the loss or theft and ITT Employees' Federal Credit Union can prove that it could have prevented a loss if the credit union had been notified.

**Statement disputes.** If the member's statement of account shows unauthorized transactions, the member should contact ITT Employees' Federal Credit Union at once. If these transactions are not reported to ITT Employees' Federal Credit Union within sixty (60) days after the statement was mailed, the member could forfeit any money lost if ITT Employees' Federal Credit Union can prove that proper notification would have prevented those losses.

If circumstances (such as extended travel or hospitalization) prevent your contacting ITT Employees' Federal Credit Union, the time periods may be extended.

**Lost Cards - Address and Telephone Number**

If a member believes a card and PIN have been lost or stolen or that someone has withdrawn or transferred or may withdraw or transfer money from a designated account(s) without their permission, immediately call or write:

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

**ITT Employees' Federal Credit Union liability for failure to make transfers**

If the credit union cannot complete a transfer to or from an account on time or in the correct amount according to our agreement with a member, the credit union will be liable for member's losses or damages. However, there are some exceptions. The credit union will not be liable, for instance:

- If, through no fault of the credit union, the member does not have enough money in the account to make the transfer
- The ATM where the member is making the transfer does not have enough cash
- The ATM was not working properly and the member knew about the breakdown when they started the transfer
- Circumstances beyond the credit union's control (such as fire or flood) prevent the transfer, despite reasonable precautions having taken
- The ATM is closed or shut off for maintenance
- Funds in accounts are pledged, attached, garnished, levied against, subject to legal process or otherwise not available
- The card has been reported lost or stolen
- The card, due to damage or deterioration, does not function properly
- This agreement has been terminated
- There are other exceptions as established by the credit union

ITT Employees' Federal Credit Union 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 Employees' Federal Credit Union will be liable for actual proven damages when an error described above is unintentional.

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

**Disclosure of Information to Third Parties**

The credit union will disclose information to third parties about an account or the electronic fund transfers made by members:

- Where it is necessary for completing transfers
- In order to verify the existence and condition of an account for a third party, such as a credit bureau or merchant
- In order to comply with government agency or court orders
- If a member gives us written permission

**Termination**

ITT Employees' Federal Credit Union reserves the right to refuse approval, to restrict, or to terminate this agreement at any time for any reason and without notice,

- A member or an authorized user violate this agreement with the credit union or misuse of a card;
- A member believes there has been or will be an unauthorized use of a card;
- A member's primary share account drops below the minimum share balance of \$5.00 for any reason;
- A member has excessive overdrafts or fail to pay the credit union all fees assessed;

- A member or an authorized signer on an account, request that we cancel the ATM card;
- A loan or credit card payment is more than 30 days past due.
- A member has caused our credit union a loss.

A member can terminate this agreement either by closing a designated account(s) or by notifying ITT Employees' Federal Credit Union in writing and no longer use the card and PIN. If more than one person is authorized to use ATM/debit card services on designated account(s), or if another person has the card and PIN, the credit union cannot prevent that person from making transactions on the member's account(s) without terminating the ITT Employees' Federal Credit Union ATM/debit card services for the account. The member agrees to allow our credit union 24 hours to terminate ITT Employees' Federal Credit Union ATM/debit card services after a notice is received. The member remains responsible for ITT Employees' Federal Credit Union 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 the credit union will be effective when mailed or delivered to the last known reported address. Notices from the member will be effective when received by the credit union at the address specified below.

ATM Department  
ITT Employees' Federal Credit Union  
PO Box 12685  
Fort Wayne, IN 46864

ITT Employees' Federal Credit Union reserves the right to change the terms and conditions upon which these services are offered at any time. The credit union will give the member a twenty-one (21) day notice before the amendment becomes effective if the amendment will result in increased fees or liability to the member or stricter limitations on the transfers the member 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**

The member agrees that ITT Employees' Federal Credit Union is entitled to recover any money owed as a result of use of our ATM/debit services. The member agrees to repay any withdrawals, which create an overdrawn balance on any designated account(s). The credit union has a security interest in all shares, future shares and deposits to any money the member owes. If any legal action is required to enforce any provision of this agreement or to recover any money owed, the member agrees to pay all costs including attorney's fees.

#### **Agreement**

Under this agreement and disclosure, the member agrees as follows:

1. To abide by the rules and regulations, as amended, of the ITT Employees' Federal Credit Union relating to the use of the telephone teller, ITT Employees' Federal Credit Union ATM, and other electronic fund transfers. These rules and regulations are binding upon all users.
2. That the ITT Employees' Federal Credit Union ATM/debit card is the property of ITT Employees' Federal Credit Union and will be delivered to us immediately upon request.
3. That the ITT Employees' Federal Credit Union and the ATM/debit card network may follow all instructions given by members through ATMs, point of sale, internet access, telephone teller and all other electronic fund transactions.
4. That the Telephone Teller personal security code and ATM/debit card PIN are issued to members for their security and are confidential and should not be disclosed to third parties or recorded in the

members wallet or on the ITT Employees' Federal Credit Union ATM/debit card. If the account is a joint account, the member may authorize the joint member to use their ATM PIN or telephone teller personal security code. Any authorizations given, however, shall be at the members risk and liability.

5. When the credit union cashes a check/draft for a member, if any check/draft cashed fails to be paid promptly and is returned to the credit union, the member authorizes the credit union to pay the amount of the check/draft and to charge their account with the amount the credit union paid. The member agrees that the delivery to them of any such unpaid check/draft constitutes a full release and discharge to the credit union for the amount withdrawn from the account.