

9. **Liability for Failure to Make Transfers.** If we do not properly 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 certain of your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, your account has insufficient available funds to make the Transfer.
- If the funds in your account are subject to legal process, such as garnishment, attachment or other lien.
- If an account which may be accessed by use of your Card becomes dormant, in which case we will eliminate Card access to that account.
- If the Transfer would go over any credit limit you may have for overdrafts.
- If the automated teller machine where you are making the Transfer does not have enough cash.
- If the system 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 we have taken.

There may be other exceptions stated in our agreement(s) with you.

10. **Disclosure of Account Information to Third Parties.**

In ordinary course of business 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 and to provide a general range of balances 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 written permission. Written permission for third party account access will automatically expire 45 days after the receipt of such written notice.

11. **Charges.** We will charge you the following charges whenever you use your card at an automated teller machine which is NOT owned or operated by the Credit Union or at other authorized facilities not bearing the Homefield Credit Union name.

- i. \$ 1.00 for each cash withdrawal.
 - ii. a per transaction fee or surcharge may be charged by the other ATM operator or network
- We will charge the account from which you withdrew cash or for which you obtained balance verification. We may, in the future impose other charges in connection with transactions you initiate with your card. The Credit Union will charge a fee for reissuing cards and PINs. This charge is identified in our most recent fee schedule which is provided at account opening or accessible anytime on the web at www.homefieldcu.com.

SPECIAL TERMS AND CONDITIONS FOR CARDS

12. The Card is your personal Access Device to the account(s) you select. You will use the Card in accordance with the operating information which you will receive with your Card and will be responsible for authorized use of the Card. The Card is intended for your personal use only. Your use or use by anyone with actual authority or for your benefit constitutes an authorized use. When you receive your Card, sign your name in ink on the signature panel. You will use the Personal Identification Number ("PIN") you selected.

The use of the PIN together with your Card and signature is intended to prevent your Card from being improperly used. In order to protect this security, **do not write your PIN on your Card** or keep your PIN close to your Card. You should not tell your PIN to anyone.

13. The use of the Card to purchase goods and services at merchant locations or to withdraw cash will constitute a simultaneous withdrawal from and/or demand upon your account, even though the transaction may not actually be posted to your account until a later date. Transactions will be posted to your account in the order and with the same legal effect as checks drawn on the account.

14. Anyone honoring the Card may be required to obtain approval or authorization for any transaction over a certain dollar amount. The authorization will create a hold on your account for the authorized amount.

15. Any hold placed on your account may reduce the available funds in your account so that other checks or Transfers presented to us for payment may not be paid, other Transfers may not be authorized or checks may not be approved. You agree that we may take this action and you agree to relieve us of any liability for placing a hold on the account as agreed.

16. You may use your Card only in the manner and for the purposes we authorize. We may recognize a transaction even if we have not authorized it, but that does not mean we will authorize the same type of transaction again.

17. **Unless otherwise provided in this agreement, you (the member) may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.**

18. The Card remains our property and we have the right to refuse to issue the Card or to revoke the Card at any time with or without cause or notice. You must surrender a revoked Card to us upon demand or upon knowledge of its revocation and you must not use an expired or revoked Card.

MISCELLANEOUS

19. If a negative (overdraft) balance in your account results from the use of the Card or from any other Transfer, you will pay us on demand this negative balance, and you will pay us our then current charge for overdrafts.

20. Except as otherwise required by law, we have the right to amend these Terms and Conditions at any time by posting such amendments in our lobby or by mailing such amendments to you, unless the change must be made immediately to maintain or restore the security of our electronic funds transfer system or your account. If you continue to use your Card after notice of an amendment, you will be bound by the amendment.

21. The Terms and Conditions are subject to any deposit agreements and the Rules and Regulations pertaining thereto

and are governed by the laws of the Commonwealth of Massachusetts, except to the extent Federal law controls.

22. Any notice which we mail to you shall be effective when placed in the United States mail, postage prepaid and addressed to you at your last address as indicated on our records.

23. By accepting, signing or using a Card, or otherwise engaging in a Transfer, you agree as a condition to using the Card and the privilege it affords, and in consideration of the Credit Union allowing Transfers, that in the event we determine that legal action is necessary to enforce these Terms and Conditions, all such legal action may be maintained in the courts of the Commonwealth of Massachusetts and you consent to and waive any objection to venue in any of those courts for the purpose of determining the proper venue of any action.

24. If we initiate any legal action to collect money owed to us under these Terms and Conditions, including counter-claims, you agree to pay all of our costs for such action, including attorney's fees.

25. Transaction account, as specified in this disclosure, refers to checking accounts.

26. Note that members may terminate Electronic Fund Transfer devices at any time by written request. Members will be responsible for any charges incurred prior to the receipt of the written revocation request.

WARNING: Wrongfully obtaining funds by use of a Card or other Access Device constitutes a federal criminal offense punishable by fine or imprisonment or both.

WARNING: As part of the security system for the protection of your Card and PIN, we may use hidden cameras and other security devices to determine who is using a Card at an automated teller machine.



Banking with a Homefield Advantage.

Terms & Conditions

For Automatic Teller Machines (ATM) Banking
& Other Electronic Banking Services

These Terms and Conditions apply to any electronic funds transfer (“Transfer”) made by you or anyone authorized by you in connection with any of your Homefield Credit Union (“Credit Union”) (i) Checking accounts, (ii) Statement Savings (“Savings”) accounts, whether initiated by an ATM Card or a preauthorized Transfer (Transfers authorized on a recurring basis at regular intervals), telephonic instructions, or other means of access provided by the Credit Union, and to any other use of a Card for purposes other than transfers, Any Card, preauthorized Transfer, telephonic instructions, or other means of access provided to you to initiate any Transfer may in this disclosure collectively be called “Access Device”. These Terms and Conditions also serve as the disclosures required by the Electronic Funds Transfer Act and Federal Reserve Board Regulation E.

1. **Agreement.** By signing, using or authorizing use of a Card, or otherwise initiating a Transfer, you agree to be bound by these Terms and Conditions.

2. **Unauthorized Transfers.**

a. **Consumer liability.**

1. Please inform us at once if you believe your card and/or PIN has been lost or stolen. Telephoning is the most immediate means of informing us, you may call (508) 839-5493 24 hours a day, and instructions are available through the automated phone after hours system to facilitate this process. If you notify us in a timely manner after learning of the loss or theft of your access device, your liability will not exceed the lesser of \$50 or the amount of unauthorized transfers that occur before notice to Homefield Credit Union.

2. You will not be liable for any unauthorized transactions using your lost or stolen Homefield Credit Union Check Card when used for Point-of-sale transactions if you report the loss or theft of your card in a timely manner of discovering the loss or theft of the card. If you do NOT tell us, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us.

a. **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

3. **Error Resolution Notice.** In Case of Errors or Questions About Your Electronic Transfers Telephone us at 508-839-5493, write us at 86 Worcester Street, North Grafton, MA 01536, or e-mail us at memberservice@homefieldcu.com (remembering that email is insecure, and no account number or personally identifiable information should be submitted in this manner) as soon as possible, 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.

1. Tell us your name and account number (if any).
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may request 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.

4. **Business Day.** Our business days are any days on which our offices are open to the public for substantially all of our business functions, generally Monday through Friday. Holidays are not included.

5. **Types of Transfers and Limits on Transfers.**

1. Account access.

You may use your card to:

- i. Withdraw cash from your checking, premier money market and/or statement savings account.
- ii. Make deposits to your checking, premier money market and/or statement savings account.
- iii. Transfer funds between your checking, premier money market, and/or statement savings account upon request.
- iv. Pay for purchases at places that have agreed to accept the card.
- v. Pay bills directly [by telephone] from your transaction account in the amounts and on the days you request.

Some of these services may not be available at all terminals. You may make arrangements for certain direct deposits to be accepted to your

Credit Union checking, savings and Premier Money Market accounts

2. Electronic check conversion.

You may authorize a merchant or other payee to make either a one-time or recurring electronic payment from your premier money market or checking account using information from your check to:

- i. Pay for purchases.
 - ii. Pay bills.
3. Telephone banking services exist for savings, checking and premier money market accounts. This provides the ability to inquire on accounts as well as transfer money between accounts once initial access has been established.

4. Limitations on frequency of transactions.

During any calendar month you may make unlimited withdrawals in person or at the ATM (if applicable) from your savings or checking account. During any calendar month you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, computer, or automatic transfer or telephonic order or instruction on your statement savings account. If you exceed the transfer limitations set forth above in any calendar month, your account may be subject to closure by the credit union. Special Transaction limitations for Premier Money Market accounts – You may make unlimited withdrawals in person at our branch (es). You are limited to no more than 6 withdrawals or transfers per statement period by means of a preauthorized or automatic transfer, telephonic order or instruction, internet transfer or similar order to a third party. You are also limited to no more than 6 check withdrawals per statement period. If you exceed these restrictions a fee of \$10.00 per transaction will be assessed to your account and we will be required to convert your account to a transaction account.

5. Limitations on dollar amounts of transfers

- i. You may withdraw up to \$500 from our terminals each 24 hour time frame in which you use the card.
- ii. You may buy up to \$1000 worth of goods or services each 24 hour time frame that you use the card in our point-of-sale transfer service.
- iii. You have the ability to limit the daily withdrawal amount for any card to as little as \$50.

d. All services may not be available at all automated teller machines and other authorized facilities and withdrawal limitations at certain automated teller machines and certain other authorized facilities may differ.

6. **Right to Receive Documentation of Transfers**

a. Terminal Transfers. You may request a receipt at the time of transaction with your card to or from your accounts using one of our automated teller machines or other facilities. This receipt is not final since each transaction is accepted subject to verification by us. If there is a conflict between the receipt and our records, our records will control.

b. Preauthorized credits or debits. 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 (508) 839-5493 to find out whether or not

the deposit has been made. We are not liable if we have not received the direct deposit or preauthorized debit instruction in sufficient time to process the request on its due date. We may cancel the direct deposit or preauthorized debit service you receive at any time.

c. Periodic statements. In connection with your checking, Premier Money Market and statement savings accounts, you will receive a periodic statement. These statements may be combined at your request.

d. Any documentation provided to you, our member, which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of such transfer, and shall constitute prima facie proof that such transfer was made. The initiation by you, the member, of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

7. **Right to Stop Payment on Preauthorized Transfers and Procedure for Doing So; Right to Receive Notice of Varying Amounts; Our Liability for Failure to Stop Payment.**

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 those payments. Here is how:

Call us at (508)839-5493 or write us at Homefield Credit Union, 86 Worcester Street, North Grafton, MA 01536, Attn: Deposit Operations Department in time for us to receive your request at least three business days before the payment is scheduled to be made.

If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. When making an oral or written order for stop payment, you must give us the date the payment will be made, the amount of the payment and to whom the payment is to be made. A service charge will be imposed for each stop-payment order you give.

b. Notice of varying amounts. If these regular payments 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.

8. **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 in accordance with our agreement with you, we will be liable for certain of your losses or damages.