

- (2) If you have an overdraft line and the transfer would go over the credit limit.
 - (3) If the automated teller machine where you are making the transfer does not have enough cash.
 - (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
 - (5) If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
 - (6) If the funds are subject to legal process or other encumbrance restricting such transfer.
 - (7) There may be other exceptions stated in our agreement with you.
- CONFIDENTIALITY**
- In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:
- (1) for certain routine disclosures necessary for the completion of a transfer; or
 - (2) for verification of the existence and condition of your account for a credit bureau or merchant; or
 - (3) to persons authorized by law in the course of their official duties; or
 - (4) to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
 - (5) pursuant to a court order or lawful subpoena; or
 - (6) to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
 - (7) by your written authorization which shall automatically expire 45 days after our receipt of your authorization. If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred.

UNAUTHORIZED TRANSFERS

- (a) **Consumer liability.**
Generally: Tell us AT ONCE if you think your card and/or code has been lost, stolen, used without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way. If any of minimizing your possible losses. You can lose no more than \$50 if you fail to give us notice of your lost or stolen card and/or code and your card and/or code is used without your permission.
Additional Limit on Liability for Debit Card: Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.
- (b) **Contact in event of unauthorized transfer.** If you think your card and/or code has been lost, stolen or that someone has transferred or may transfer money from your account without your permission, for example, by using the information from your check, call or write us at the telephone number or address listed in this brochure.

PROTECTED CONSUMER USE

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business.

As a consumer, you should be aware of your rights if you choose to utilize this system.

- (1) **Prohibition of compulsory use.** No person may require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or require you either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of governmental benefit, or require you to pay electronically for the purchase of goods or services. If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.

- (2) **Waiver of rights.** No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.

- (3) **Refunds.** If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.
- (4) **Suspension of obligations.** If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
- (5) **Prohibited means of identification.** Your Social Security number cannot be used as an identification number.
- (6) **Criminal liability.** Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, Call or Write us at the telephone number or address listed in this brochure, 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.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain 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 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 (5 business days for Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (30 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. 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.

Align Credit Union
Operations Department
PO Box 7008 Lowell, MA 01852
Business Days: Monday through Saturday
Business Hours: Monday, Tuesday, Wednesday, and Thursday 8:30 A.M. to 4:30 P.M., Friday 8:00 A.M. to 6:30 P.M., and Saturday 9:00 A.M. to 12:00 noon
Excluding Federal Holidays
Phone: (800) 942-9575

REV. 3/2021



ELECTRONIC FUNDS TRANSFERS

**Your Rights
And
Responsibilities**

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES
Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check as well as on a deposit slip. Thus, you should only provide your credit union and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).
Electronic check or draft conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.

Electronic returned check or draft charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Telephone Banking Transactions -types and dollar limitations
You may access your accounts by telephone 24 hours a day at 1-800-942-9588 (long distance) using your access code, a touch tone phone, and your account numbers. To transfer funds from one account type to another, transfer loan payments, request check withdrawals to be mailed, and inquire about account balances and various other information about your accounts and loans. Please note: maximum amount is \$5,000.00 per check transaction and \$10,000.00 per transfer. The maximum amount is \$30,000.00 or six per day.

ATM/Debit Transfers -types of transfers and frequency and dollar limitations - You may access your account(s) by ATM using your ATM/Debit card and personal identification number to:

- make deposits to savings or checking accounts at selected ATMs
- get cash withdrawals from checking or savings account(s) - \$500.00 daily withdrawal limit and up to 5 withdrawals per day
- transfer funds between savings and checking account(s)
- make payments from savings or checking accounts to loans at credit union owned ATMs
- get information about savings and checking account balances.

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

Types of ATM Card Point-of-Sale Transactions -You may access your checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution. **Point-of-Sale Transactions -frequency and dollar limitations** - \$500.00 daily withdrawal limit and up to 5 withdrawals per day

Types of Debit Card Point-of-Sale Transactions -You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Point-of-Sale Transactions -dollar limitations

You may not exceed \$1,000.00 in transactions per day. You may not use your VISA® Debit Card for any illegal or unlawful transactions, and we may decline to authorize any transaction that we believe possesses any undue risk of illegality or unlawfulness

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing through the NYCE network. This means you may use your Visa-branded debit card on a PIN-debit Network* (a non-Visa network) without using a PIN. Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the internet, or swiping the card through a point of sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.
*Visa Rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Online Banking -types of transfers -You may access your account(s) online 24 hours a day at www.aligncu.com using your user id and password to:

- transfer funds between accounts
- make payments from checking or savings to loan accounts with us
- make payments from checking to third parties using the BillPayment service
- get information about: account balances and activity

Note: Please refer to the Online Banking disclosure for transaction limits.
Mobile Banking - Enrollment in Online Banking is required to access Mobile Banking. There is no fee for mobile banking. Data usage fees from your phone provider may apply. Please refer to our online banking disclosure for more information.

Termination

You may terminate the electronic funds transfer agreement by contacting us or the originating institution. You agree we may terminate the electronic funds transfer agreement if you breach this agreement or any other agreement with us.

Minimum Account Balance -You must maintain a minimum account balance of \$5.00 in your Membership Savings account as a condition of using an access device (card and/or identification code) to accomplish a transfer.

Fees

We do not charge for direct deposits to any type of account. Please refer to separate fee schedule for additional information about fees.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network 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).

International Transaction Rate. Purchases, cash withdrawals and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing

currency used for processing international transactions is a rate selected by VISA® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the purchase date or cardholder statement posting date. A fee of 1% of the transaction amount posted to your account will be imposed on all foreign transactions, including purchases, cash withdrawals, cash advances, and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands. A devaluation of the U.S. dollar against the foreign currency in which the transaction was made will result in a higher than expected dollar amount charged to your account. This currency differential, along with any transaction fee for the foreign exchange could result in your account becoming overdrawn.

DOCUMENTATION

- Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfers is \$15 or less.
- 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 (800) 942-9575 to find out whether or not the deposit has been made.
- Periodic statements. You will get a monthly consolidated statement from us listing all your account and loan transactions. In addition, Individual Retirement Accounts (IRAs) will be reported quarterly only.

PREAUTHORIZED PAYMENTS

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. Call or write us at the telephone number or address listed in this brochure 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. Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

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.)

• **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.

ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW
(1) Any documentation provided to you which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made.
(2) The initiation by you of certain electronic fund transfers from your account, except as otherwise provided in the agreement, will effectively eliminate your ability to stop payment of the transfer.

Unless otherwise provided in this agreement, you (the consumer) 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.

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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.