



# UNITED STATES SENATE FEDERAL CREDIT UNION

## ELECTRONIC SERVICES AGREEMENTS AND DISCLOSURES

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUNDS TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR SENATE CHECK CARD, GOLD SOURCE CHECK CARD, OUR TELEACTION AUDIO RESPONSE SYSTEM AND OUR COMPUTERIZED ACCOUNT ACCESS SYSTEM (myUSSFCU), EACH WITH ITS CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY (E-CHECK).**

In this Agreement and Disclosure, the references to "We", "Us", "Our" and "Credit Union" mean the UNITED STATES SENATE FEDERAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. The words "Check Card" or "Card" mean any Senate Check Card or Gold Source Check Card issued to You by Us and any duplicates or renewals. "Account" means any account or accounts established for You as set forth herein and E-Check means any check in which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

This Agreement applies to any electronic funds transfer made to or from Your Account(s) via Your Check Card in conjunction with Your PIN at any authorized Automated Teller Machine ("ATM"), over the telephone using Our TeleAction audio response system or via Our computerized Account access system (myUSSFCU). An electronic funds transfer is any transfer of funds which is performed through the use of Your Check Card, Our TeleAction audio response system, Our computerized Account access system (myUSSFCU), E-Check or other electronic access device. You understand that Your Check Card and any access codes are issued by Us and are not transferable. Your PIN is confidential and should not be disclosed to anyone.

The use of Your Account is subject to the following terms. You agree: (a) to abide by Our Rules and Regulations as amended related to the use of Your Account; (b) that We may follow all instructions given to machines; (c) that We cannot honor stop payment requests on ATM withdrawals; (d) that the use of Your Check Card is subject to the limits specified in this Agreement; and (e) You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable State and/or Federal Law.

Each withdrawal by You or by anyone else to whom You give Your Check Card or PIN or to whom You allow access to Your Account may be charged to Your Savings or Your Checking Accounts as appropriate. We may charge withdrawals to Your Accounts in any order We determine and if funds are not sufficient to cover all withdrawals, We may, but are under no obligation to do so, pay such withdrawals. You promise to immediately reimburse Us, upon Our demand, for any amounts paid by Us, which exceed the available balance in Your Accounts, plus any applicable service charges. You authorize Us, at Our option, to deduct any such amount, or fraction thereof, directly from any of Your Credit Union accounts (other than IRA, Keogh, and Certificate accounts) and/or, charge any such amount as an advance on any line of credit account that You may have with Us.

**Issuance of Personal Identification Numbers.** We will issue to You separate Personal Identification Numbers (PINs) to be used in conjunction with Your Check Card, TeleAction and myUSSFCU transactions. Your use of Your PIN is Your authorization to Us to withdraw funds from Your Savings or Checking Accounts or to charge Your line of credit to cover such transactions. By using Your Check Card, PIN, the TeleAction system or myUSSFCU, You consent to the terms of this Agreement. You agree to repay any charges resulting from the use of Your Check Card, the TeleAction system or myUSSFCU by You or any other person who has access to Your Account, with actual, apparent or implied authority for use of Your Account. Both You and any persons who use the Check Card, the TeleAction system or myUSSFCU remain bound to pay for any charges under this Agreement even though another person has been directed to pay the debt by agreement or court order (such as a divorce decree). You agree to cooperate in the investigation and possible prosecution of any unauthorized user.

**Joint Accounts.** If Your Account is a Joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary Account holder at the address that We have for You on file. We may refuse to follow any instructions, which run counter to this provision.

**Ownership.** Your Check Card and any other Account access device will remain Our property and may be canceled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request. You will be required to return any Account access devices to Us immediately upon the closing of Your Account.

**Other Agreements.** If Check Card, TeleAction or myUSSFCU transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

**Delayed Funds Availability Notice.** Subject to Our Funds Availability Policy, deposits made at United States Senate Federal Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds

**Availability Policy Disclosure** for additional information on holds that may apply to ATM deposits.

### TYPES AND LIMITATIONS OF SERVICES

**Senate Check Card and Gold Source Check Card.** You may use Your Check Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate. At the present time, You may use Your Check Card for:

- ATM Withdrawals from Your Savings and/or Your Checking Accounts.
- Deposits to Your Savings and/or Your Checking Accounts (at ATMs authorized to accept United States Senate Federal Credit Union deposits).
- Inquiries about Your Savings and/or Your Checking Accounts.
- Point of Sale (POS) transaction wherever available (see the "Point of Sale" provision of this disclosure).

Not all ATM transactions that We offer are available at all Automated Teller Machines.

**TELEACTION Audio Response System.** At the present time, the following transactions are available through the use of TeleAction:

- Request for withdrawals from Your Savings, Checking and Money Market Accounts.
- Transfers of funds between Your Savings, Checking and Money Market Accounts.
- Loan or Credit Card payments by transfer of funds from Your Savings, Checking and Money Market Accounts.
- Inquiries about Your Accounts with the Credit Union.
- Information about recent transactions on Your Account.
- Loan or Credit Card advances.

**myUSSFCU Computerized Account Access Transactions.** Once You have activated the myUSSFCU service, You may use myUSSFCU via a personal computer or mobile device for the following services:

- Request for withdrawals from Your Savings, Checking and Money Market Accounts. Transfers of funds between Your Savings, Checking and Money Market Accounts.
- Loan or Credit Card payments by transfer of funds from Your Savings, Checking and Money Market Accounts.
- Inquiries about Your Accounts with the Credit Union.
- Information about recent transactions on Your Account.
- Loan or Credit Card advances.

**Point of Sale.** You may also use Your Check Card to purchase goods and services at any business establishment where the Check Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds up to the total combined available balance of Your Savings and/or Your Checking Account(s) to cover such transactions, provided You have enough money in Your Accounts.

**Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account, and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of the Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account.

**Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send

or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice of affidavit from you within the 15-day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

**Notification of Pre-Authorized Deposits.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payer), You can call Us at (202) 224-2967 or 1 (800) 374-2758 to find out if the deposit was made.

**Right to Stop Pre-Authorized Payments.** If You want to stop any pre-authorized payments, You may visit our Branches or write Us at The United States Senate Federal Credit Union, National Capitol Station, P. O. Box 77920, Washington, DC 20013-8920 in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. Such stop payment notice will apply only to that particular payment. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

**Our Liability For Failure to Stop Payment.** If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**Transaction Slips.** You may get a receipt at the time You make any transaction to or from Your Account (except for telephonic or mail-in transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**Fees.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. 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.

**Liability For Failure To Complete Transactions.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your Check Card is retrieved or retained by an ATM; or (f) Your Check Card or PIN has been reported lost or stolen and We have blocked the Account.

**Liability For Unauthorized Use.** Telephone Us at once at (202) 224-2967 or 1 (800) 374-2758 or write Us at the United States Senate Federal Credit Union, National Capitol Station, P. O. Box 77920, Washington, DC 20013-8920 if You believe Your Check Card or PIN have been lost or stolen. If You tell Us within two business days, You can lose no more than \$50.00 if someone uses Your Check Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Check Card or PIN and We can prove that We could have stopped someone from using Your Check Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transfers that You didn't make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. **Exception:** You will have no liability for

unauthorized use for Your Check Card as long as You report the loss or theft of Your Check Card within 2 business days. If You report such loss or theft after 2 business days, or provide proper notification of other unauthorized Check Card transactions, Your liability for unauthorized use will not exceed \$50. **These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your Check Card.**

**In Case of Errors or If You Have Questions About Electronic Transfers.** Telephone or write to Us at the address and telephone number shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared. Tell Us (a) Your name and Account number; (b) the dollar amount of the suspected error, describe the error or the transaction You are unsure about, and explain as clearly as You can why You believe there is an error or why You need more information. 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. 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 We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

**Lost or Stolen Check Cards or PIN.** To report a lost or stolen Check Card or PIN, You will call Us immediately at (202) 224-2967 or 1 (800) 374-2758. You must also write to Us at the United States Senate Federal Credit Union, National Capitol Station, P. O. Box 77920, Washington, DC 20013-8920.

**Disclosure of Account Information.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction, or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant, or (3) in order to comply with a government agency or court order, or any legal process, or (4) if You give Us written permission.

**Termination.** We may terminate Your right to use Your Check Card or PIN or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**Change in Terms.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**Business Days.** Every day is a business day except Saturdays, Sundays and holidays.

**Collection Costs.** If collections efforts are required by the Credit Union, you agree to pay all costs and expenses incurred in the collection of any sum due, and in addition, if the holder hereof, after default, shall place this note in the hands of an attorney or collection agency, for collection, to pay reasonable attorneys' fees and/or collection costs not in excess of 15% of the outstanding balance, court costs and disbursements, interest and fines due on this Agreement at the time of the employment of such attorney or collection agency to the extent permitted by state law.

**Governing Law.** This Agreement is controlled and governed by the laws of the District of Columbia except to the extent that such laws are inconsistent with controlling federal law.