

## **ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES**

1. **Purpose of this Agreement.** This Agreement defines your and the Credit Union's rights and responsibilities with respect to transactions. You understand that all agreements and rules and regulations applicable to your accounts and account services and remain in effect and apply to this Agreement, except as specifically modified in this Section. You agree to abide by this Agreement, and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any Card and/or Access Device, as amended, modified or revoked. The Credit Union may not offer all services discussed in this Agreement at this time.
  
2. **Types of Electronic Funds Transactions.** The Electronic Funds Transactions we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.
  - a. **Automatic Teller Machines (ATMs).** The Credit Union may issue to you an ATM card and Personal Identification Number ("PIN") to be used to make transactions. You can use your ATM card at the Credit Union's ATMs to:
    - (1) Withdraw cash from the account(s) designated in your Membership Application ("Application").
    - (2) Check the balances in the account(s) designated in your Application (this is called an "inquiry");
    - (3) Transfer funds between the account(s) designated in your Application
  
  - b. **Debit/Point of Sale Transactions.** If we approve your Application for a POS/ATM Debit, or VISA Check Card, you may use your Card to purchase goods and services at point of sale (POS) terminals designated by the Credit Union and anywhere participating merchants honor your Card. Card purchases will be covered by funds deducted from your primary share draft account. (1) At any POS or other electronic terminal, you may pay for goods and services (or make certain other transfers if the merchant is a financial institution) up to the available balance in your designated checking account and any available credit under your applicable overdraft line-of-credit, and cause that account to be debited for the amount of those purchases. Your available balance in that account will be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account for the amount of the purchase or other transactions will be released and your account debited for that amount. NOTE: Cards designated as ATM only may not be used at POS or other non-ATM terminals. (2) If your Account balance is insufficient to cover Card purchases, the Credit Union may treat these purchases as overdraft requests under your overdraft protection plan, or the Credit Union may terminate all services under this Agreement.
  
  - c. **Preauthorized Transfer Services.** You can authorize the following transactions without the use of your ATM card: (1) **Payments:** You can make payments on your loans with the Credit Union directly from your primary share or primary share draft accounts; (2) **Within Credit Union Transfers:** You can arrange to transfer funds between your primary share and primary share draft accounts. By

separate application, you can arrange to transfer funds from your accounts to the account(s) of other members; (3) **Direct Deposits and Payments:** You can authorize persons or companies to make direct deposits or withdrawals to or from your share or checking accounts for payroll, pension, social security and other types of deposits or payments. You may give other persons or companies written or oral permission to transfer payments from your Credit Union accounts through "ACH" or other electronic means. Such agreements or arrangements are solely between you and the other person or company. The Credit Union shall have no responsibility or liability to you for any such transactions. Thus, you should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to others hereunder applies to all "ACH" or other electronic transactions, whether evidenced by any type or writing or converted to a written instrument by the other person (and/or their agents). All such transactions are deemed to be authorized by you.

d. **Telephone Transactions.** If we approve Smartline (audio response) access service for your accounts, you may access your accounts through Smartline Service (audio response) with an access code that we will issue. You must use your Personal Identification and account number to access your accounts. You may use Smartline service to:

- Change your Personal Identification Number.
- Obtain account information related to any of your share and loan accounts regarding current balance, share draft history, savings dividends, loan interest amounts, payroll and automatic deductions.
- Make transfers to or from your Prime Share, Deposit, Transaction, or such accounts you have authorized in writing prior to such transfer request.
- Withdraw funds from share and share draft accounts by check made payable to you and mailed to you at your mailing address.
- Make loan payments from any savings or checking account to any loan account of yours.

Telephone services are provided by our Member Service staff during business hours. Verification of account ownership will be requested before account information is released. To ensure courteous and efficient service, supervisory personnel in our Member Service Department may monitor calls randomly.

e. **Electronic check conversion -types of transfers** – Your check or information you convey to a third party can result in an electronic funds transfer. This can happen in several ways. For example:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.
- At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.
- Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.
- This can also happen when you provide information from your check or an account to another by telephone, Internet or otherwise, who then converts the information given to an electronic transaction, ACH or otherwise.

- You agree that any such transaction is subject to all applicable terms and conditions set forth in this Electronic Transfers Section of your Membership Agreement.

f. **Home Banking (Internet Network Connection).** If we approve the Home Banking Service, you may access your accounts through a personal computer (PC) under the OnLine Banking service with a four (4) digit Personal Identification Number (PIN). You must use your PIN along with your account number to access your accounts. You may use the Home Banking service to:

- Change your Home Banking password.
- Obtain account information related to any of your share and loan accounts regarding current balance, checking history, savings dividends, loan interest amounts, loan payoff amounts, payroll and automatic deductions.
- Make transfers to or from your Primary Share, Share Draft/Checking or such accounts you have authorized in writing prior to such transfer request.
- Make loan payments from any share or share draft account to any loan account of yours.
- Issue third-party payable checks under Bill Payment Service.
- Obtain stock quotes.

**3. General Rules for Using Your Access Devices. You acknowledge and agree to the following:**

- a. Your Access Devices are for personal use only. You agree not to allow another person to use your Access Devices.
- b. You agree not to reveal your PIN/Password(s) to another person and WILL NOT write your PIN/Password(s) on any Access Device. You are responsible for all transactions made by you or anyone else who uses your Access Devices with your knowledge and consent. You are also responsible for unauthorized use of your Access Devices to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Devices is responsible for all transactions they make and for all transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible to maintain your Access Devices with maximum security.
- c. You authorize the Credit Union to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your Access Devices.
- d. You acknowledge that your Access Devices remains the Credit Union's property and agree to surrender your Access Devices to the Credit Union or its agent upon demand or through retrieval by any other method.
- e. You agree to use caution when using any ATM or other electronic terminal or device to complete any transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a transaction or other visit to any ATM or other

electronic terminal location. You or any user assume the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.

- f. An Access Device may be issued to any member or joint owner of legal age when qualified under the rules, regulations, and by-laws of the Credit Union. Only one Access Device may be issued to each member or joint owner.
- g. If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Schedule. You agree to pay the Credit Union the fee in effect at the time for all copies that you request from us.
- h. The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
- i. The Credit Union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
- j. You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.
- k. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
- l. The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.
- m. The Credit Union cannot stop payment on any point-of-sale transaction.
- n. **Foreign Currency and "Cross-Border Transactions.** Currency Conversion Fee: If you incur a charge in foreign currency, the charge will be converted by VISA® International into a United States dollar amount, using the procedures and the operating regulations in effect at the time the transaction is processed. Those procedures currently provide for either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date, increased by 1%. Because of the fluctuations in foreign currency exchange rates, the conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. **Cross-Border Transaction Fee:** In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.
- o. You agree that by acceptance or use of an Access Device, or other Electronic Funds Transfer Services the Credit Union is authorized to pay from any account

you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.

- q. Merchants and others who honor the Check Card or related Access Device(s) may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.
  - r. You understand that you must keep your share and share draft checking account open in order for your Check Card POS services to remain valid. You agree to return all Cards if you close your account(s), or upon our request.
5. **Making ATM Transactions.** Your PIN will allow you to identify yourself when making an ATM transaction. The presentation of your ATM card together with the input of your PIN constitutes your authorization to the Credit Union to make transactions. You agree to follow all instructions for use of ATMs accessible by your ATM card. Difficulties or complaints concerning the use or condition of any ATM should be reported directly to the Credit Union. Security or safety measures should be reported directly to the owner of any ATM not owned by the Credit Union.
6. **Termination and Amendment.** The Credit Union reserves the right at any time to terminate your right to make transactions and to retrieve or ask for the immediate return of any Access Device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's share account records. It is the obligation of each member to provide new addresses to the Credit Union.
7. **Access Device Revocation.** Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:
- a. Overdrafts occur as a result of insufficient or uncollected funds on an account.
  - b. Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
  - c. Loan, VISA® or other delinquency with the Credit Union.
  - d. Forced closure of a share or share draft account at the Credit Union due to misuse.
  - e. Special balance requirements, if any, are not maintained by the member.
  - f. Any other situation in which the Credit Union deems revocation to be in its best interest.
8. **Transaction Fees.** You are allowed unlimited transactions at any ATM owned by the Credit Union or any Network indicated in the Schedule. You may be charged certain transaction and other fees as set forth in the Schedule, which will be automatically debited from your share or share draft account(s). In addition, an insufficient funds fee will be automatically debited from your share or share draft account(s) for any transaction, which cannot be completed because of insufficient funds in your account. The Credit Union reserves the right to establish and maintain transaction fees and charges, which may be modified from time to time.

If you submit an oral, written or e-mail stop payment request for a preauthorized payment, we will charge you for each such stop payment order the charge for stopping payment identified in the Schedule. If you cancel or change any pending Online Bill

Payment by completing the appropriate fields from the Online Bill Pay menu, there will be no charge.

**Note: Owners of non-Credit Union ATMs may charge fees in addition to any fees disclosed in the Schedule. These fees are generally called a "surcharge." This is not a fee charged by your Credit Union; however, any such fee will be paid from your account(s).**

9. **Service Limitations, Limitation or Frequency and Dollar Amounts of Transactions. Transfer Limitations**

- a. **Limitations Applicable to All Share Accounts.** For share savings accounts, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any statement period. Of these six (6), you may make no more than three (3) transfers to a third party by check, draft, or debit card. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the Automated Clearing House (ACH). There is no limit on the number of transactions you may make in the following manner: (1) transfers to any loan account with the Credit Union; (2) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.

Further, we may reduce the limit for "point-of-sale" transactions during any interruption in the electronic connection between the Credit Union and the retail outlet. Further, we may at any time limit or reduce the number or dollar amount of transactions when we, in our sole discretion, deem it in the best interest of the Credit Union.

- b. **Card Acceptance.** We do not promise everyone will honor your Card, and we have no obligation to you if anyone refuses to accept your Card. We are not liable if any merchant, bank, financial institution or other party refuses to honor your Card, or otherwise fails to provide any services made available to you by Credit Union.
- c. **POS/Debit/VISA Check Card Purchases.** You may purchase up to \$1,000 of goods and services at POS terminals each day. This limit is in addition to any ATM withdrawals. There is no limit on the number of debit card purchase transactions you may make each day. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction if you do not have an approved overdraft protection agreement with us as discussed previously herein, which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.
- d. **ATM Transactions. Withdrawals-**You may withdraw up to \$300 in any 24-hour period (if sufficient funds exist in your Account). **Deposits-** Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

**Transfers.** You may transfer up to the balance in your accounts at the time of the transfer.

- e. **Smartline Service (Audio Response).** Your accounts can be accessed under audio response via a touch tone telephone only. Not all push-button telephones are touch-tone. Converters may be purchased for pulse and rotary dial telephones. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, and there are certain limitations on transfers from share accounts.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single telephone call, however there are certain limitations on transfers from savings accounts, as explained herein. The system will discontinue if no transaction is entered. If you wish to make any further transactions, you will have to call back. The system will also discontinue after three (3) unsuccessful attempts to enter a transaction.

- f. **Home Banking (Internet Network Connection).** You may make Home Banking transactions at any time seven (7) days per week. There may be some down time. You may make fund transfers to your accounts or other accounts you authorize as often as you like, however, there are certain limitations on transfers from share accounts, as discussed herein and above. You may transfer up to the balance in your accounts at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. In addition, our Funds Availability Policy may limit the availability of funds transferred by Home Banking. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.
- g. **Bill Payment Service (Home Banking).** The Credit Union will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. The Credit Union will withdraw the designated funds from your account for bill payment transfer by midnight on the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow at least a seven (7) day lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service User Instructions, which are incorporated herein by reference. These user instructions may be found on our website, [www.gaheritagefcu.org](http://www.gaheritagefcu.org) under Bill Payment Services.

10. **Data Security for Home Banking.** Home Banking is accessible only over the Internet. To prevent unauthorized access to member account data, the Credit Union employs the Secure Sockets Layer (SSL) protocol. This prevents other computers from eavesdropping by encrypting all data transmitted between the Home Banking server and the client. Members that live in the United States can use browsers that support 128 bit keys. Cracking a 128-bit key would involve trying all 2 to the 128th power combinations.

The Secure Sockets Layer protocol validates the identity of the Home Banking server through the use of a digital certificate. After connecting to the Home Banking server in secure mode, our site sends a signed digital certificate, which contains the name of our Web server, its public encryption key, the certificate's validity dates, the name of the certification authority that issued the digital certificate to our site, and an unforgeable digital signature. The digital certificate authenticates to the client that a connection has indeed been established with the Home Banking server.

The Secure Sockets Layer ensures that the data transmitted between the client and the Home Banking server has not been tampered with through the use of Message Authentication Codes (MACs). This provides a quick way for the receiving end to verify that the data was not changed in route.

11. **Canceling a Bill Payment Transaction and Your Stop Payment Rights.**

**Online Bill Payment Transactions:**

**Option One:** Once you set up a payment, you can revise the amount or the due date online, before the transaction date. You may contact our representative at 800-823-7555 during normal business hours to cancel a payment.

**Option Two:** You may cancel or change a scheduled Online Bill Payment by selecting and accurately completing the appropriate fields from the Online Bill Pay menu. Any instruction to cancel or change an Online Bill Payment must be made before the business day the transaction is to be processed. If you do not accurately complete the appropriate instructions prior to that time, we may process the transaction.

**Preauthorized Transactions:**

If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union in writing in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. This means that the preauthorized payment and future preauthorized payments to the payee you identify may be paid by us from your account(s) after the 14th day.

If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages proximately caused by our failure.

**E-Check:** When any party converts any check, using the information on the paper via any means to send an electronic message to us, such message is an order by you to immediately take the money from your account. You cannot stop payment of an E-Check transaction, because it is already done.

**Other Transactions:**

Other transactions hereunder are considered contemporaneous. Therefore, you have no right and we have no obligation to stop or to attempt to stop any other transactions.

**12. Right to Documentation.**

- a. Terminal Transactions. You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal, provided the transaction is not \$15.00 or less
- b. Direct Deposits. If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call or write us at the telephone number or address listed in the Schedule to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.
- c. Periodic Statements. Transfers and withdrawals transacted through an ATM or POS terminal, Telephone/Smartline, Home Banking or debit card purchase will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. The following comments will appear on the periodic statement of both the sender AND the receiver of funds: (1) The dollar amount of transferred funds; (2) The account number that funds were transferred from and into; (3) The names of the sender and receiver of the funds. No other account information will be exchanged.

**13. Notice When Amount of Preauthorized Payment(s) Vary.** If you preauthorize the Credit Union to make payments to persons or companies other than the Credit Union that vary in amount, then the person or company you are going to pay has the obligation to notify you ten (10) days before each such payment is due and how much it will be. (When required, you must fill out an appropriate agreement with the Credit Union authorizing such payments, the terms of which are incorporated herein). You may choose instead to get this notice only when the payment differs by more than a certain amount from the previous payment, or the amount falls outside certain limits that you set.

**14. Liability for Failure to Make a Transaction.** If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- a. You do not have enough money in your account to make the transaction through no fault of ours.
- b. The transaction goes over the credit limit on your overdraft line.
- c. The terminal where you were making the transaction does not have enough cash.

- d. The ATM terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
  - e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
  - f. You have not properly followed instructions for operation of the ATM or system.
  - g. The funds in your account are subject to legal process or other similar encumbrance.
  - h. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
  - i. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.
15. **Information Disclosure.** We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.
16. **Business Day Disclosure.** Our business days are set forth in the Schedule.
17. **In Case of Errors or Questions About Transactions.** In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed in either section E, Membership Liability, or at the end of this disclosure, as soon as you can. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or VISA Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:
- 1. Tell us your name and account number.
  - 2. Describe the transfer you are unsure about, and include to the extent possible, the type and date 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 require that you send us your complaint or question in writing within ten (10) business days, at P. O. Box 1920, Savannah, GA 31402.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or

mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final).

For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

***Special Rules for Provisional Credit for Visa® Check Card Transactions***

If you believe a Visa® Check Card transaction was unauthorized, we will re-credit your account within five 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 in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

18. **Your Liability for Unauthorized Transaction.** Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

Special Notice to VISA Check Cardholders. If there is an unauthorized use of your VISA Check Card or an Internet transaction, and the transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500. In no event will you be liable for more than \$50 for any unauthorized line of credit transaction.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call us at 912-236-4400 or 1-800-442-8877 or write us at P. O. Box 1920, Savannah, GA 31402.

If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

**19. Reporting a Lost Card or PIN.**

If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union or write us at the telephone number or address listed in this above. If you recover your Card after you have notified us, DO NOT USE IT.