

Electronic Fund Transaction (EFT) and Wire Transfer Notification Disclosure

Greater Iowa Credit Union offers various electronic fund transfer services to our members. We have also provided, and will provide from time to time, plastic Automated Teller Machine Cards (ATM Cards) and/or Mastercard® Debit Cards (Debit Cards) to members who apply for any, and are approved for ATM Cards or Debit Cards. Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through our Greater Iowa Online Banking.

When a secret Personal Identification Number ("PIN") is also provided to a member in relation to an ATM Card and/or a Debit Card, the ATM Card and PIN and/or the Debit Card and PIN can be used in any one of a number of Automated Teller Machines (ATMs) to make "electronic fund transfers." Transfers can be made to, from or between one or more accounts in the Credit Union. Simply follow the instructions at the machine. You may use your Card in automated teller machines of the Credit Union, Shazam®, Cirrus®, PLUS® Network, Privileged Status® Networks and such other machines or facilities as the Credit Union may designate and participate with for you to use your ATM Card or Debit Card. Electronic fund transfers can also be made through our TellerPhone audio response access service once you have been issued secret PINs for those purposes.

This disclosure is furnished to you as a Member of Greater Iowa Credit Union. It meets the requirements of both the federal and Iowa statutes relating to "electronic fund transfers". It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an ATM or in any other manner. This disclosure is also a contract. The terms and conditions set out here are binding on you and on us as to the making of such "electronic fund transfers" and the use of the TellerPhone audio response access service, your ATM/Debit Card and PINs, access by Code(s), or any other electronic fund transfers, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have an ATM Card and PIN, a Debit Card and PIN, a TellerPhone audio response access service PIN, Greater Iowa Online Banking access and/or a PIN provided by us and you use them to make such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with an ATM Card, Debit Card, TellerPhone audio response or Greater Iowa Online Banking to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive an ATM or Debit Card from us without asking for it, but then ask us to provide you with a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- If you receive access to use our On-Line Bill payment System for any transactions.
- If you authorize the payee of any share draft or e-Check to be processed electronically.
- In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

We will disclose information to third parties about your account or the transfers you make:

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

Although your account(s) may be subject to "electronic fund transfers", and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, in so far as "over-the-counter" and other non-electronic transactions are concerned.

In this disclosure, "you" and "your" include the plural in cases where two or more persons have an interest in a single account affected by an "electronic fund transfers" service. "We" or "us" refer to Greater Iowa Credit Union.

The following sections relate to all "EFTs" affecting your account(s) whether made by use of ATM card or otherwise

1. **Accounts Affected.** Each of your accounts at the Credit Union may be subject to some kind of "electronic fund transfer" service, with the exception of IRA's and Certificate accounts.

The affected accounts are sometimes referred to in this disclosure as "asset account(s)," "designated accounts" or simply as your "account(s)".

You may notify us if you do not want your accounts to be to be subject to any particular type of "electronic transfer" service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our "electronic funds transfers" programs permit at that time.

2. **Account Agreements.** The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.

3. **Automated Teller Machine (ATM) Transactions:**

If you have an ATM Card ("ATM/Debit Card"), along with a PIN, you can use it to make any or all of the following transactions at an Automated Teller Machine at the Credit Union or at any of the following ATM machines and networks: Shazam®, Cirrus®, PLUS® Network, and such other machines or facilities as the Credit Union may designate. Each cardholder is assigned a maximum daily withdrawal limit per card. At the present time, you may use your Card to:

- a. Withdraw cash from your share or share draft account(s).
- b. Make deposits to your share or share draft account(s).
- c. Transfer funds between your share draft (checking) and share savings accounts.
- d. Pay for purchases at places that have agreed to accept the Automated Teller Machine Cards (ATM/Debit Cards)
- e. Obtain balances in your share and share draft account(s).

4. **Limits on Dollar Amount of ATM Transfers:** If you have Classic checking, Basic Blue checking or a Business checking account, there is a \$500 maximum for pin-based and \$3,000 for signature based transactions. If you have a Premium checking, Prestige checking or Greater Checking account, there is a \$1,000 maximum for pin-based and \$5,000 for signature based transactions. If you have a Fresh Start Checking account, there is a \$250 maximum for pin-based and \$500 maximum for signature-based transactions. You may request to have your limit increased, however it is at the discretion of the credit union to honor your request. All accounts are limited to 20 total daily transactions. *(Some networks may not allow all transaction types)*

5. **Mastercard Debit Card "Electronic Fund Transfer" Services.** At the present time, you can authorize the following types of "electronic fund transfers" to or from your asset account(s) at the Credit Union with your Mastercard Debit Card at ATMs and/or with Merchants:

- a. Withdraw cash from your share or share draft account(s).
- b. Make deposits to your share or share draft account(s).
- c. Transfer funds between your share draft (checking) and share savings accounts.
- d. Pay for POS purchases (Point-of-Sale) at places that have agreed to accept Mastercard Debit Cards.
- e. Pay bills directly [by telephone] from your share and/or share savings account(s) in the amounts and on the days you request.
- f. Obtain balances in your share and share draft account(s).

You may not use your card to initiate any type of gambling activity. *(Some of these services may not be available at all terminals)*

6. **Limits on Dollar Amount of Mastercard Debit Card Transfers:** If you have Classic checking, Basic Blue checking or a Business checking account, there is a \$500 maximum for pin-based and \$3,000 for signature based transactions. If you have a Premium checking, Prestige checking or Greater Checking account, there is a \$1,000 maximum for pin-based and \$5,000 for signature based transactions. If you have a Fresh Start Checking account, there is a \$250 maximum for pin-based and \$500 maximum for signature-based transactions. You may request to have your limit increased however it is at the discretion of the credit union to honor your request. All accounts are limited to 20 total daily transactions.
7. **Electronic check (e-Check) conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:
 - a. Pay for purchases.
 - b. Pay bills.
8. **Limitations on frequency of transfers.**
 - a. You may make up to a maximum of 20 combined daily transactions, which may include cash withdrawals from our terminals each day.
 - b. You can use our point-of-sale transfer service for transactions each day, provided you do not exceed your account balance or the 20 combined daily transactions limit.
 - c. For security reasons, there are limits on the number of transfers you can make using our terminals, telephone bill-payment service and point-of-sale transfer service.
9. **Limitations on dollar amounts of transfers.**

The following limitations on the frequency and amount of TellerPhone (Audio Response) Transactions:

If we approve the TellerPhone service for your account, a separate PIN (personal Identification Number) will be assigned to you. You must use your PIN along with your account number to access your account(s). At the present time, you may use the TellerPhone audio response access service to:

- Withdraw funds from your share draft account(s).
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft account(s).
- Obtain tax information on amounts earned on share and share draft account(s) or interest paid on loans.
- Verify the last date and amount of your payroll deposit.
- Make payments on loans with this Credit Union from your share and share draft account(s).
- Access your Personal Line of Credit (PLOC) with Greater Iowa Credit Union.
- Determine if a particular item has cleared.
- Make inquiries on deposit and withdrawal transactions for your share and share draft accounts and obtain other account data.
- For security reasons, there are limits on the number of transfers you can make using our telephone bill-payment service.

Your accounts can only be accessed under the TellerPhone audio response access service via a touch-tone telephone. The TellerPhone audio response service will be available for your convenience 24 hours per day. 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 request you may make in any one day, subject to the availability of funds in your account(s) and the dollar limitations for transfers as set forth in this disclosure. The maximum withdrawal amount is \$10,000.00 per check via TellerPhone and a maximum transfer limit of \$20,000.00 per transfer. No transfer or withdrawal may exceed the available funds in your account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the

amount of any transaction, and you will be notified of those limits. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

Transfer Limitations. For High Yield Money Market and Share Savings Accounts, you may make up to six (6) preauthorized, automatic, or telephonic transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). You may make transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, lock or close your account

10. **Point of Sale Transactions (POS).** Point of Sale Transactions may be made with your Card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that carry Shazam®, Cirrus®, and PLUS® Network ATMs and, such other machines or facilities as the Credit Union may designate. Your ATM/Debit Card or Mastercard Debit Card may be used to purchase goods or services from merchants who have arranged to accept an ATM Card or a Mastercard Debit Card as a means of payment. If you have a Mastercard Debit Card, it may be used to purchase goods and services from Mastercard Debit Card merchants. These merchants are collectively referred to as "Participating Merchants" and will display a Mastercard logo or other symbol that identifies them as a merchant who will accept your Card. Purchases made with your Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your checking account to be debited for the amount of the purchase. Only checking accounts may be used in connection with point of sale transactions performed with your Debit Card or Mastercard Debit Card.
11. **Electronic Check Conversion/Electronic Returned Check Fee.** If you pay for something with a share draft (check) you may authorize your share draft (check) to be converted to an electronic funds transfer. You may also authorize merchants to electronically debit your account for returned share draft (check) fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
12. **Excluded Transactions.** We have developed an elaborate electronic data processing system that makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owing to us and automatic transfers between your own asset accounts at the Credit Union. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described in this disclosure; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in that section.
13. **Fees and Charges.** Certain fees and charges apply to electronic transfers. A fee schedule was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule. We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing or increasing any such 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. The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

14. **Limitations on "Electronic Fund Transfers".** We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services. With respect to certain account(s), there are limitations as to how many automatic transfers you are allowed to make to third parties (e.g., your mortgage payments or insurance premiums). No more than six such transfers may be made from these account(s) account during any single statement period. We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so.

15. **Documentation of Electronic Fund Transfers:**

- a. **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- b. **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) 296-9064 to find out whether or not the deposit has been made.
- c. **Periodic statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly).
- d. Your right to documentation as set forth in subsections A and D of this section does not apply when the electronic funds transfer occurs outside of the United States.

16. **Preauthorized Payments & Stop 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. Here's how:

- a. Call us at **(800) 296-9064**, or write us at Greater Iowa Credit Union, 1509 Baltimore Drive, Ames Iowa, 50010 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. (We may charge you a fee as set forth in the Fee Schedule for each stop-payment order you give.) If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.
- b. 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.)
- c. 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 may be liable for your losses or damages.

17. **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 may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- b. If the transfer would go over the credit limit on your overdraft line.
- c. If the automated teller machine where you are making the transfer does not have enough cash.
- d. If the terminal system was not working properly and you knew about the breakdown when you started the transfer.
- e. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- f. There may be other exceptions as established by the credit union.
- g. If you used your Card or access code in an incorrect manner.
- h. If the money in your account is subject to legal process or other claim.
- i. If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- j. If the error was caused by a system of any participating ATM network.
- k. If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- l. If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- m. If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the

billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.

18. **Errors or Questions.** In Case of Errors or Questions About Your Electronic Transfers Telephone us at: **(800) 296-9064** or write us at: **Greater Iowa Credit Union, 1509 Baltimore Drive, Ames Iowa, 50010** 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.
- a. Tell us your name and account number (if any).
 - b. 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.
 - c. 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 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 (3) 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 you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of (10) ten business days to conduct our investigation. If the notice of error involves a point of sale transaction or involves a transaction initiated outside the United States, its possessions and territories, we will have ninety (90) days to investigate instead of forty-five (45) days to investigate.

19. **Business Days.** Our "business days" are as follows:

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included. We are not open for business on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. For holidays falling on a Monday, Greater Iowa will be open the preceding Saturday. We reserve the right to change our "business days" and hours. You may get more updated information, including lobby hours, on our website at: www.gicu.org.

Main Office • 1509 Baltimore Drive • Ames, Iowa 50010 • (800) 296-9064

20. **Regulatory Agency.** If you believe that we may have violated the federal Electronic Funds Transfers Act or any Iowa Electronic Funds Transfer Regulations, you may contact the following regulatory authority:

State of Iowa Credit Union
Division East Grand Office Park
200 East Grand Avenue, Suite 370
Des Moines, IA 50309
(515) 281-6514

21. **Amendments/Termination.** We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. However, in the

specific cases mentioned earlier, we will give you at least 21 days advance written notice. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. You may also terminate this agreement at any time; however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, ATM Cards, Mastercard Debit Cards, PINs and Codes, which remain the property of the Credit Union. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

22. **Location of Machines.** The number and location of Automated Teller Machines is, of course, subject to change at any time.
23. **Card Ownership.** All ATM Cards, Mastercard Debit Cards, and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your ATM/Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to make a TellerPhone audio response service or Greater Iowa Online Banking system, electronic fund transfer or e-Check(s) affecting your account(s) that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request, plus our fee(s) for any such transactions that create an overdrawn account or accounts.
24. **Secrecy of PIN.** If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM/Debit Card or on any item you keep with your cards. You understand any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.
25. **Non-Request for PIN Disclosure Procedures.** No employee or agent of the Credit Union will request an ATM Cardholder to divulge their Personal Identification Number (PIN) in either an oral or written manner. In addition, a merchant receiving your Card should never request your PIN security code from you. If any of our employees or agents do request your PIN number, please notify us immediately with the name of the employee or agent who requested your PIN Number.
26. **Limitations of ATM Transactions.** There are no limitations on the number or dollar amount of deposits you may make at any ATM during its 24- hour operating cycle. However, to protect against possible losses, if you have Classic checking, Basic Blue checking or a Business checking account, there is a \$500 maximum for pin-based and \$3,000 for signature based transactions. If you have a Premium checking, Prestige checking or Greater Checking account, there is a \$1,000 maximum for pin-based and \$5,000 for signature based transactions. If you have a Fresh Start checking account, there is a \$250 maximum for pin-based and \$500 maximum for signature-based transactions during such a 24-hour cycle, If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance. All accounts are limited to 20 total daily transactions. You may request to increase or decrease the limits on your ATM/Debit Cards however it is at the discretion of the credit union to honor your request.
27. **Responsibility for Overdraft.** If you obtain cash from an ATM which creates a shortage in your account, or if you overdraw an account through use of the TellerPhone service Greater Iowa Online Banking, e-Check(s), or otherwise, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your share draft account per occurrence.

If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according your overdraft line of credit, or if you have no overdraft protection, then such overdraft will be paid to us as provided in the first sentence of this section or paid through our Privileged Courtesy Pay Program.

28. **Crediting of Deposits and Payments.** Deposits or payments made in an ATM, whether in cash, check, draft or

money order, are subject to verification, and the funds of such deposits and payments accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us, Regulation CC, and our Funds Availability Policy Disclosure.

29. **Foreign Transaction Currency Conversion.** If you effect a transaction with your Mastercard Debit card in a currency other than US Dollars, Mastercard International Incorporated will convert the funds into US Dollars and charge your account in US Dollars. Mastercard International Incorporated will use its currency conversion procedure, which is disclosed to institutions that issue Mastercard cards. The conversion rate used by Mastercard International Incorporated to determine the transaction amount in US Dollars for such foreign transactions is generally either a government mandated rate or a wholesale range of rates determined by Mastercard International Incorporated for the processing cycle in which the transaction is processed. The currency conversion rate used by Mastercard International Incorporated is the applicable central processing rate, which rate may vary from the rate Mastercard itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases. If there is no currency conversion but the transaction was completed in a foreign country ("single-currency transaction"), there is a 1% fee assessed to the transaction; including cash advances, purchases and credits to your account. If there is a "multi-currency" conversion, there is also a 1% fee of the transaction assessed. An international transaction as a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your Mastercard account for each foreign transaction.
30. **Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
31. **Governing Law.** This Agreement and Disclosure is governed by the Bylaws of Greater Iowa Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of Iowa.
32. **Enforcement.** You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this Agreement from your accounts with us.
33. **Consumer Liability:**
 - a. **Consumer Liability.** Tell us AT ONCE if you believe your Automated Teller Machine Cards (ATM Card), Mastercard Debit Card and/or PIN(s) or your TellerPhone audio response access service PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or your Greater Iowa Online Banking system has been accessed without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Automated Teller Machine Card (ATM Card), Mastercard Debit Card or your PIN(s) and/or your TellerPhone audio response access service PIN, and/or your Greater Iowa Online Banking system has been accessed without your permission, and you can lose no more than \$50 if someone used your card or otherwise accessed your account through one of the methods set forth above in this paragraph without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), or otherwise accessed your account(s) without your permission, and we can prove we could have stopped someone from using your card(s) and/or PIN, access code, or otherwise, without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows

transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

- b. **Special Liability Protection Rules for Mastercard Debit Card.** You will not be liable for any unauthorized transactions using your Mastercard Debit Card, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) and, upon becoming aware of such a loss or theft, you PROMPTLY report the loss or theft to us at **(800) 296- 9064** or write to: **Greater Iowa Credit Union, 1509 Baltimore Drive, Ames Iowa, 50010 IMMEDIATELY !!!** This zero liability rule will apply to all transactions conducted with a MasterCard branded card, including PIN-based transactions at Point of Sale and ATM, as long as the cardholder has exercised reasonable care in safeguarding the card from risk of loss or theft, and, upon becoming aware of any such loss or theft, PROMPTLY reports that loss or theft to this Credit Union.
- c. **Contact in event of unauthorized transfer.** If you believe your Automated Teller Machine Cards (ATM Card), Mastercard Debit Card and/or PIN(s) have been lost or stolen, or your TellerPhone audio response access service PIN, or our Greater Iowa Online Banking system access to your account has been compromised, call: **(800) 296-9064** or write to: **Greater Iowa Credit Union, 1509 Baltimore Drive, Ames Iowa, 50010 IMMEDIATELY !!!** You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
- d. **Authorization.** If you furnish another person with your ATM card or Mastercard Debit Card and PIN, any operable Code or TellerPhone audio response access service PIN, access code to your Greater Iowa Online Banking or your checkbook, you will be responsible for all "electronic fund transfers" initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers.

Wire Transfer Notification

(Uniform Commercial Code Article 4A)

The following rules shall apply to all wire transfers services provided by the Credit Union.

Greater Iowa Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers Through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error

occur.

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of the transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees, unless otherwise provided by law or regulation.

We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such payments shall be governed and construed in accordance with the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction, its rules will govern that part of the transaction. Where none of the above stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Iowa, including Article 4A of the Iowa Uniform Commercial Code.

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you the amount of the credit entry.