# DEBIT CARD - ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Please read this disclosure carefully as it tells *you* of your rights and obligations regarding electronic fund transfers. You should keep this notice for future reference.

# **DEFINITIONS**

**Access Device -** This means a card, code, or other means of access to a customer's account, or *any* combination thereof, that *may* be used *by* the customer to initiate an electronic funds transfer.

**Account -** This means a demand deposit checking, savings, or other consumer asset account established primarily for personal, family or household purposes. *This does not include a trust or business account*.

**Business Day -** This means any day on which we are open for carrying on substantially all business functions. For purposes of this disclosure, our business days are Monday through Friday, and holidays are not included.

**Electronic terminal -** This means an electronic device, other than a telephone operated *by* a consumer, through which a consumer *may* initiate an electronic fund transfer. The term includes, but is not limited to, point-of-sale terminals, automated teller machines, and cash dispensing machines. All ATMs that we own or operate are identified as our machines.

**Preauthorized electronic fund transfer -**This means an electronic fund transfer authorized in advance to recur at substantially regular intervals.

**Unauthorized electronic fund transfer** - This means an electronic fund transfer from a consumer's account initiated by a person other than the consumer without actual authority to initiate the transfer and from which the consumer receives no benefit. The term does not include an electronic fund transfer initiated: (1) By a person who was furnished the access device to the consumer's account *by* the consumer, unless the consumer has notified the financial institution that transfers *by* that person are no longer authorized; (2) With fraudulent intent *by* the consumer or any person acting in concert with the consumer; or (3) By the financial institution or its employee.

# **ELECTRONIC FUNDS TRANSFERS**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account.

#### **ATM Transactions**

You may access your account(s) by ATM using your MasterCard® Debit Card and personal identification number (PIN), to:

- Make deposits to checking or savings account(s) with a debit card
  - o there is a charge of \$2.00 per deposit at all ATMs we do not own or operate
- Make cash withdrawals from checking or savings account(s) with a debit card
  - o you may withdraw no more than \$400.00 per day per card
  - there is a charge of \$2.00 per withdrawal at all ATMs we do not own or operate
- Transfer funds from checking to savings account(s) with a debit card
  - o there is a charge of \$2.00 per transfer at all ATMs we do not own or operate
- Get information about:
  - o the account balance of your checking or savings account(s) with a debit card
  - there is a charge of \$2.00 per inquiry at all ATMs we do not own or operate

Some of these services may not be available at all terminals. Please also refer to the limitations on frequency of transfers section regarding limitations that apply to ATM transactions.

**MasterCard® Debit Card Point-of-Sale Transactions** - You may access your checking or savings account(s) to purchase goods (in person, online or by phone), pay for services (in person, online or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

# **Point-of-Sale Transaction Limits**

- You may not exceed \$4,000.00 in transactions per day per card.
- Limit of 20 POS and 20 ATM transactions per card per day.

**Currency Conversion** - When you use your MasterCard® Debit Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by MasterCard® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate *may* vary from the rate MasterCard® itself receives, or the government -mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**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.

Non-MasterCard® Debit Transaction Processing - We have enabled non-MasterCard®-debit transaction processing. This means that you may not use your MasterCard®-branded debit card on a PIN-Debit Network (a non-MasterCard® network) without using a PIN. The non-MasterCard® debit network(s) for which such transactions are enabled is ACCEL/Exchange Networks.

- Examples of the types of actions that you may be required to make to initiate a MasterCard® transaction on your MasterCard®-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.
- Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to MasterCard® transactions are not applicable to non-MasterCard® transactions. For example, the additional limits on liability and the streamlined error resolution procedures offered on MasterCard® debit-card transactions are not applicable to transactions processed on a PIN-Debit Network.

 MasterCard® Rules generally define PIN-Debit Network as a non-MasterCard® debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**ATM Operator/Network Fees** - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used. You may also be charged a fee for a balance inquiry even if you do not complete a fund transfer.

#### DOCUMENTATION

**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.

# Periodic statements -

- You will get a monthly account statement from us for your checking account(s).
- You will get a monthly account statement from us for your money market account(s).
- You will get a monthly account statement from us for your savings unless there are no transactions for a particular month. If there are no transactions, you will get a statement at least quarterly.

## FINANCIAL INSTITUTION'S LIABILITY

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

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

- (1) Where it is necessary for completing transfers, 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 as explained in the separate Privacy Disclosure.

## **UNAUTHORIZED TRANSFERS**

**Consumer liability -**Tell us AT ONCE if you believe your card and/or code 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. Contacting us by telephone is the best way of keeping any possible losses to a minimum. Potential losses could include the entirety of the funds in your account as well as the maximum overdraft amount from any overdraft protection on the account. If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, your potential loss will total no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business *days* after you learn of the loss or theft of your card and/or code, and we can prove we could *have* stopped someone from using your card and/or code without your permission if you had told us, your potential loss could total as much as \$500.

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 make us aware within 60 days after the statement was mailed to you, your potential loss may include any funds debited 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 period.

Additional Limit on Liability for MasterCard® Debit Card - Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen MasterCard® Debit Card. This additional limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by MasterCard®.

Contact in the event of an unauthorized transfer - If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

# **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for MasterCard® Debit Card point -of-sale transactions processed by MasterCard® and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for MasterCard® Debit Card point-of-sale transactions processed by MasterCard® and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation at the address listed below.

#### **ADDITIONAL ATM FEES**

Both ATM and debit cards are issued free to the customer. There is no cost to the customer to have an ATM or debit card assigned to their account(s). There will be no charge assessed to the customer as long as he/she uses his/her card at any of the First Federal Savings Bank owned ATMs. However, First Federal will assess a fee for the following circumstances:

- There will be a \$5.00 replacement fee for lost or stolen cards.
- There will be a \$2.00 charge for use of a "foreign" or non-first Federal ATM. The Institution's "Go Green" and "Student" checking account customers who use "foreign" or non-first Federal ATMs for cash will receive a credit at the end of their statement period to cover these fees.
- First Federal may impose a fee on a consumer for initiating an electronic fund transfer or a balance inquiry only if:
  - o The consumer is provided the disclosure notices described above; and
  - The consumer elects to continue the transaction or inquiry after receiving such notices. (as described above)
- First Federal will charge a \$3.00 fee to those customers who use a "foreign" or non-First Federal card at our ATMs.

For further information regarding our fees, please refer to our Schedule of Fees.

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