

hear from you and will correct any error promptly. 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 for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing within ten (10) business days, we may not re-credit your account. If we decide that there is no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we use in our investigation. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude no error has occurred.

### ELECTRONIC FUND TRANSFER DEPOSIT

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, POS Debit Card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (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 decided 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.

### UNAUTHORIZED USE OF POS

If a notice of error involves unauthorized use of your POS Debit Card with the MasterCard logo when it is used as a MasterCard POS Debit Card (signature), we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) business days or twenty (20) business days. We may not provide this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfer you make in order to:

- complete transfers as necessary;
- verify the existence and condition of your account upon the request of the third party, such as a credit bureau or merchant;
- comply with government agency or court orders;
- or if you have give us your written permission.

### NOTICES

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

### ENFORCEMENT

In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any transaction, the prevailing party shall be entitled to reasonable attorney fees and costs, including fees on any appeal, subject to any limits under applicable law.

### TERMINATION OF ATM AND MasterCard DEBIT CARD

You agree that we may terminate this Agreement and your use of the ATM or MasterCard Debit Card if:

- You or any authorized user of your ATM Card or MasterCard Debit Card breach this or any other agreement with us.
- We have reason to believe that there has been an unauthorized use of your ATM Card or MasterCard Debit Card.
- We notify you or any other party to your account that we have canceled or will cancel this Agreement.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

### PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS

#### STOP PAYMENT RIGHTS

If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Call the Credit Union at 607-724-5876. We need to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and you must sign the request. You may not place a stop payment on any ATM, POS or one time MasterCard Debit Card transactions. If a MasterCard debit card transaction has come out of your account previously and is processed as a recurring payment, you can place a stop payment on future transactions. A charge per stop payment request may apply (Refer to Fee Schedule for charge).

#### LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### OTHER PROVISIONS

There may be a delay between the time a deposit is made and when it will be available for withdrawal. Review our Funds Availability Policy to determine the availability of the funds deposited. We reserve 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.

#### ADDITIONAL PROVISIONS

All payments and deposits are subject to later verification by us. Your cards are the property of Horizons FCU and you agree to surrender all cards to us upon request. Except as stated otherwise in this Agreement, this Agreement does not alter or amend the terms or conditions of any account agreement that you may have with us.

IF YOU HAVE LOST YOUR MASTERCARD DEBIT CARD OR HAVE HAD IT STOLEN OR THINK YOU HAVE AN UNAUTHORIZED OFFLINE POS TRANSACTION, CALL US AT 607-724-5876 OR YOU MAY WRITE TO US AT:

HORIZONS FCU  
PO BOX 1881  
BINGHAMTON NY 13902-1881

### LIABILITY FOR UNAUTHORIZED TRANSFERS

Contact us immediately if you believe your card or personal identification number has been lost or stolen. Telephoning us at the Credit Union is the best way of keeping your losses to a minimum. You could lose all of your money in the account(s) if you take no action to notify us of the loss of your Card or PIN. If you notify us of the loss, your liability will be as follows:-

- If you contact us within two (2) business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your card and PIN without your permission, your liability for unauthorized MasterCard Debit Card transactions that take place on the MasterCard system is zero dollars (\$00.00), as long as there was no member negligence or fraud involved in the handling of your account or MasterCard Debit Card. We may require you to provide a written statement regarding claims of unauthorized MasterCard Debit Card transactions.
- If someone used your card and PIN without your permission, you could lose as much as \$500.00 if you do not contact us within two (2) business days after you learn of the loss and we can prove that we could have prevented the loss if you contacted us.

If any part of this Agreement is found to be unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

## Disclosure of Terms and Conditions for Electronic Funds Transfer (EFT) Transactions

### REGULATION E DISCLOSURE

This disclosure is made in compliance with federal law regulation electronic funds transfer (EFT) services. An electronic fund transfer is a transfer of funds initiated through an electronic terminal, tele-phone, computer or automatic clearing house (ACH) to either deposit (credit) or withdrawal (debit) from your share/savings or share draft/checking account. The following disclosure sets forth your and our rights and responsibilities concerning electronic funds transfers.

Examples of an EFT Service are:

- ATM (Automated Teller Machines) transfer
- Direct deposits or withdrawals of funds
- Transfers initiated by telephone
- POS (Point-of-Sale) terminal transfers
- Transfers resulting from debit card transactions, whether or not initiated through an electronic terminal
- Electronic fund transfer using information from a check

In this agreement the following terms apply:

“You” or “your” refers to the person(s) on an account or an authorized representative of the account at Horizons Federal Credit Union (HFCU).

“We,” “us,” “our,” and “Credit Union” refers to HFCU.

“PIN” means a personal identification number.

“Business day” means every day except Saturday, Sunday and federal holidays.

### HORIZONS@HOME (Internet Account Access)

You may access HORIZONS@Home on the internet at www.horizonsfcu.com via your user ID and password that you assigned yourself when you signed up for the internet service. You will be offered a list of services from which to choose. Select the action you would like to perform by clicking on the designated button. You may access a number of transactions with certain account(s) you maintain with us by computer using your user ID and password. You may use the internet service to perform the following functions:

- Transfer funds between eligible accounts
- Obtain balance information
- Review transactions
- Make loan payments
- Stop payment requests
- Advance funds from credit lines
- Request withdrawal by check from savings or checking accounts
- Obtain a copy of a paid check (available for 90 days).

### LIMITATIONS ON FREQUENCY AND AMOUNT

If the account you are transferring from is a savings or money market account, federal law requires that an account holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month, to another of your accounts with us or to a third party. No more than six (6) transfers may be made by check, draft, debit card, or similar order made by you and payable to third parties. If you exceed more than six (6) such transfers, we need not honor the item. Your account may be subject to closure. Please refer to the Deposit Account Agreement and Disclosure available at any HFCU office for additional limitations related to preauthorized debits.

There is no limit on the amount of any transfer or withdrawal from the available funds in your checking account or credit line. Account balance information may not reflect all transactions since the previous day’s balance and may include funds, which are not subject to immediate withdrawal.

### FEES AND CHARGES FOR ONLINE SERVICE

There is a charge per check for copies obtained through HORIZONS@ HOME. This service is only available for 90 days from the date the check is paid. There is a charge per Stop Payment Order. See fee schedule for current fees.

### TELEPHONE TELLER

You may use Telephone Teller, along with the PIN you chose when you sign up for this service to make the following types of transactions on designated accounts:

- Transfer of funds between your savings/checking accounts and/or specific loan accounts
- payments on your loan accounts
- withdrawal from savings/checking – check will be sent to you.
- inquiries on account balances and loan data
- transaction inquiries on accounts

Telephone Teller operates 24 hours every day. If you attempt to use the system and are told that “the system is not available” or no connection is made, please check back later when service is restored. The Telephone Teller phone number is (607) 771-6845.

### GOVERNMENT AND OTHER DIRECT DEPOSITS

Types of preauthorized transfer – you may arrange for us to complete the following preauthorized transfers to your checking or main savings account:

- Accept direct deposit from the United States Treasury Department
- Accept direct deposit from your employer or other financial institutions
- Accept direct deposits from accounts payable, retirement funds and Social Security.

These items will be deposited to your account through the ACH system.

### PIN – PERSONAL IDENTIFICATION NUMBER

Your PIN number that was issued or chosen to use with the ATM or Debit Card is an identification code that is personal and confidential. YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN. You also understand that reasonable precautions include but are not limited to the following:

- You agree not to tell or disclose your PIN to any other person.
- You agree not to write the PIN on the card(s) issued to you.
- You agree not to keep a written record of your PIN in the same wallet, cardholder envelope or place where you keep your card(s).

YOU AGREE THAT IF YOU GIVE YOUR CARD AND PIN TO SOMEONE ELSE TO USE, YOU ARE RESPONSIBLE FOR ANY USE OF THE CARD BY THEM. You also agree to contact us at once if you believe your card(s) or PIN has been lost or stolen or money is missing from your account.

## AUTOMATED TELLER MACHINE (ATM) CARD

### BRIEF DESCRIPTION

Types of Transfers: You may use the ATM card and PIN issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. You may use your card to (some of these services may not be available at all ATMs):

- Withdraw cash from your checking account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your accounts.

### LIMITATIONS ON FREQUENCY AND AMOUNT

- For security purposes, there are limits on the frequency and amount of transfers you may make at ATMs.
- You are allowed up to 4 transactions per day.
- You may withdraw up to a maximum of \$1000.00 per day if there are sufficient funds in your account.
- You cannot make payments at ATMs, additional limitations, including withdrawals and transfers, may exist for ATMs operated by other institutions.
- Account balance information may not reflect all transactions since the previous day’s balance and may include funds which are not subject to immediate withdrawal.

### FEES AND CHARGES FOR ATM TRANSACTIONS

- You receive 12 ATM/POS (PIN)/POS (Pinless) transactions free per month. There is a charge of \$1.00 each for transaction over 12.
- We do not charge for ATM withdrawals at machines owned by us.
- A replacement card fee will be assessed of \$7.00 per card.
- There is a charge of \$1.50 for balance inquiries done at an ATM machine.

Please refer to HFCU Fee Schedule that you received upon opening your account regarding these and other charges applied to ATM, POS and EFT transactions. This brochure can be obtained at any HFCU office. Such charges may be changed from time to time by us with appropriate notice to you. Please see Notices below for further information. Entries initiated with these methods and subsequently posted to your checking account may be subject to service charges just as if you had actually written a check.

### OTHER ATM FEES

When you use an ATM not owned by HFCU, you may be charged a fee by the ATM operator or any network used. In addition, you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

### ATM SAFETY TIPS

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines.

Please read the following safety tips:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the automated teller machine is used after dark.
- It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- Refrain from displaying your cash. Pocket it as soon as your transactions is completed. Count the cash later in the safety of your car or home.
- Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM Card and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.
- Report all crimes to law enforcement officials immediately.

## MasterCard DEBIT CARD

### BRIEF DESCRIPTION

This card can be used either as an ATM card or a Point-of-Sale (POS) card. If the merchant utilized a “PIN Pad” to initiate POS transactions, you will need to select the “Debit” (PIN) or “Credit” (signature) option after swiping your card in the machine. If you select “Debit” you will need to input your PIN (this is the same PIN that you have assigned to your ATM transactions). The withdrawal will be deducted from your account immediately, the same way that ATM withdrawals are deducted. If you select “Credit”, the transaction will place a hold on your account balance. These transactions do not post to your account immediately. The merchant must honor MasterCard cards in order for you to conduct an Off-Line POS transaction. You will need to sign for this purchase as if you were using a credit card. Some merchants accept only one of these two options. The debit POS option is not available where a merchant does not use the “PIN Pad” procedure. The merchant will insert your card into their normal credit card machine for processing, thereby making the transaction a MasterCard credit transaction.

### TYPES OF TRANSACTIONS AND TRANSFERS

You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at POS terminals within the networks identified on your card. POS transactions will be deducted from the checking/share draft. POS transactions involving a refund will be credited to your checking/share draft account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a MasterCard symbol. You may use the ATM card and PIN issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. At present you may use your card to (some of these services may not be available at all ATMs):

- Withdraw cash from your checking account.
- Withdraw cash from your savings account
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your checking and savings accounts.

### LIMITATIONS ON FREQUENCY AND AMOUNT

- You may make up to four (4) cash withdrawals from ATMs per day.
- You may withdraw up to a maximum of \$1000.00 per day if there are sufficient funds in your account.
- For security purposes, there are limits on the frequency and amount of transfers you may make using this POS service.
- Debit PIN transactions are included in the daily ATM withdrawal limit referenced above.
- You cannot make payments at ATMs. Additional limitations, including withdrawals and transfers, may exist for ATMs operated by other institutions.
- Account balance information may not reflect all transactions since the previous day’s balance, and may include funds which are not subject to immediate withdrawal.
- You may not place a stop payment on any POS transaction.
- If you have a problem with the quality of goods or services that you purchased using your Debit Card at a MasterCard merchant, you may have the right to reimbursement from the merchant. Certain limitations may apply. You agree to cooperate in our investigation and to provide us with receipts and signature examples upon request.
- You may purchase up to a maximum of \$9999.99 worth of goods and services per day when the POS transactions are done as credit (signature) transactions and there are sufficient funds.

## FEES AND CHARGES

- We do not charge for ATM withdrawals at machines owned by us.
- A replacement card fee may be assessed of \$10.00 per card.
- We do not charge a fee for any POS credit (signature) transactions.
- There is a charge of \$1.50 for balance inquiries done at an ATM machine.
- The first 12 ATM/Debit PIN withdrawals or transactions are free and ATM/Debit PIN transactions over 12 are subject to a \$1.00 charge per withdrawal/transaction per month.
- If an ATM/Debit transaction accesses your Line of Credit, the interest rate on the loan is currently 14.5%.

Please refer to HFCU Fee Schedule that you received upon opening your account regarding these and other charges that apply to ATM, POS, and EFT transactions. This brochure can be obtained at any HFCU office. Such charges may be changed from time to time by us with appropriate notice to you. Please see Notices below for further information. Entries initiated with these methods and subsequently posted to your checking account may be subject to service charges just as if you had actually written a check.

### OTHER ATM FEES

When you use an ATM not owned by HFCU you may be charged a fee by the ATM operator or any network used. In addition you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The term “card” used in the sections below refers to both the ATM and MasterCard Debit/ATM card.

### NOTIFICATION IN THE EVENT OF LOSS OR UNAUTHORIZED TRANSFER

If you believe your card or PIN has been lost or stolen or that an unauthorized transfer from any of your accounts has occurred or may occur, please contact the credit union IMMEDIATELY by calling (607) 724-5876 or writing to Horizons FCU, PO Box 1881, Binghamton, NY 13902-1881. If you believe your card has been lost or stolen and it’s after credit union hours, call at once 1-800-472-3272 for ATM cards or 1-800-472-3272 for MasterCard Debit/ATM card.

## PREAUTHORIZED DEBIT

### TYPES OF PREAUTHORIZED TRANSFERS:

You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- Pay certain recurring bills from your checking or savings account.
- A stop payment charge may apply (Refer to Fee Schedule for charge).

### LIMITATIONS ON FREQUENCY AND AMOUNT

If your account is a savings account, federal law requires that an account holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle to another of your accounts with us or to a third party. No more than six (6) transfers may be made by check, draft, debit card, or similar order made by you and payable to third parties. If you exceed more than six (6) such transfers, we need not honor the item and a fee of may be charged for dishonored (returned) items (Refer to Fee Schedule for charge). Your account may be subject to closure. Please refer to the Deposit Account Agreement and Disclosure available at any HFCU office for additional limitations related to preauthorized debits.

### FEES AND CHARGES

Please refer to the Fee Schedule that you received upon opening your account regarding these and other charges applied to ATM, POS and EFT transactions. This fee schedule can be obtained at any HFCU office. Charges may be changed from time to time by us with appropriate notice to you. Please see Notices below for further information. Entries initiated with these methods and subsequently posted to your checking account may be subject to the service charges just as if you had actually written a check.

### POINT OF SALE

This section pertains only to Point of Sale (POS) transactions. You have access to this service with your ATM card or MasterCard Debit Card. Please refer to the sections on ATM card and MasterCard Debit Card for further information regarding these types of products.

### TYPES OF TRANSACTIONS

You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at POS terminals within the networks identified on your card and such other terminals as the Credit Union may designate from time to time. POS transactions will be deducted from your checking account. POS transactions involving a refund will be credited to your checking account.

### LIMITATIONS ON FREQUENCY AND AMOUNT

When using your PIN to complete your purchase, you may purchase up to a maximum of \$1,000.00 worth of goods and services per day, inclusive of ATM withdrawals.

### In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

BUSINESS DAYS: For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

### DOCUMENTATION

- Periodic Statements: When you have any kind of EFT transaction post to your account, you will receive a monthly statement on your account. This statement will show the status of your account(s). Transactions made during the past month and any charges which we may impose for such services or transactions.
- Terminal Receipt: You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or purchase at a POS terminal. The receipts shall be admissible as evidence in any legal proceeding and constitutes proof of the legal transaction which it records.
- Record keeping: It is important that you retain records relating to your account as well as your transactions at any ATM terminal. In order to have a current understanding of your account as well as detect errors, you should retain your terminal receipts until such time that you have reconciled your account statement provided by us with your account transactions.

## OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

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 if:

- through no fault of ours, you do not have enough funds in your account to make the transfer.
- funds in your account are subject to legal process or other claim restricting such transfer.
- a transfer would go over the credit limit on your overdraft line.
- the ATM where you are making the transfer does not have enough cash.
- the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: Call the Credit Union at 607-724-5876 or write us at Horizons FCU, PO Box 1881, Binghamton, NY 13902-1881 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error occurred. You must provide us with the following:

- Your name, account number and card number,
- a description of the error, and an explanation of why you believe it is an error or why you need more information; and
- the dollar amount of the suspected error.

If you advise us verbally, we still require that your complaint or question be put in writing within ten (10) business days. We will tell you the result of our investigation within ten (10) business days after we