



Electronic Fund Transfers

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, share savings, or money market account(s).



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- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or share savings account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

Call 24 Telephone Transfers – types of transfers – You may access your account by telephone 24 hours a day at (617) 496-2002 using your personal identification number (PIN), a touch tone phone, and your account numbers, to:

- transfer funds from checking or share savings to checking or share savings
- transfer funds from line of credit to checking or share savings
- make payments from checking or share savings to loan accounts with us
- get information about:
 - the account balance of checking or share savings accounts
 - the last ten deposits to checking or share savings accounts
 - the last ten withdrawals from checking or share savings accounts

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.



Your Option to Limit Cash Withdrawals – In addition to dollar amount limitations for withdrawals using your ATM card or Debit MasterCard® and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM card or Debit MasterCard and/or code to 50.00 per day or some other amount acceptable to us.

ATM Transfers – types of transfers and dollar limitations – You may access your account(s) by ATM using your ATM card and personal identification number or Debit MasterCard and personal identification number, to:

- make deposits to checking or share savings account(s) only at ATMs participating in the NYCE Shared Deposit Program
- get cash withdrawals from checking or share savings account(s) with an ATM card
 - you may withdraw no more than 1,000.00 (or another amount determined by us) per day in combination with point-of-sale
- get cash withdrawals from checking or share savings account(s) with a debit card
 - you may withdraw no more than 1,000.00 per day
- transfer funds from checking or share savings to checking or share savings account(s)

Some of these services may not be available at all terminals.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

Types of ATM Card Point-of-Sale Transactions – You may access your checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.



Point-of-Sale Transactions – dollar limitations – Using your card:

- you may not exceed 1,000.00 (or another amount determined by us) in transactions per day in combination with ATM withdrawals

Types of Debit MasterCard Point-of-Sale Transactions – You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person 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 Transactions – dollar limitations – Using your card:

- you may not exceed 5,000.00 in transactions per day

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

Currency Conversion and Cross-Border Transaction Fees. If you effect a transaction with your Debit MasterCard in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 80 basis points (.8% of the



transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .8%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

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.

Computer Transfers – types of transfers – You may access your account(s) by computer at www.harvardfcu.org using your user identification and your password, to:

- transfer funds from checking or share savings to checking or share savings
- transfer funds from line of credit to checking or share savings
- make payments from checking or share savings to loan accounts with us
- make payments from checking to third parties
- get information about:
 - the account balance of checking or share savings accounts
 - deposits to checking or share savings accounts
 - withdrawals from checking or share savings accounts

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.



Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- During any month, you may not make more than six withdrawals or transfers from share savings account(s) to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, telephonic order or instruction, or similar order to a third party.
- During any month, you may not make more than six withdrawals or transfers from a money market account to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

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Termination –

- You may terminate the electronic fund transfer agreement by written notice to us.
- We may terminate the electronic fund transfer agreement by written notice to you.

Minimum account balance –

- We do not require you to maintain a minimum balance in any account as a condition of using an access device (card or code) to accomplish a transfer.



FEES

- We do not charge for direct deposits to any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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 (and you may 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 a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is or less.
- **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 (617) 495-4460 to find out whether or not the deposit has been made.

- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.



PREAUTHORIZED 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 is how:
Call or write us at the telephone number or address listed in this brochure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.
- **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.)
- **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 will be liable for your losses or damages.



ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW

1. Any documentation provided to you which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made.
2. The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in the agreement, effectively eliminate your ability to stop payment of the transfer.

Unless otherwise provided in this agreement, you (the consumer) may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

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 you have an overdraft line of credit and the transfer would go over the credit limit.
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. If the funds are subject to legal process or other encumbrance restricting such transfer.
7. There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

1. for certain routine disclosures necessary for the completion of a transfer; or
2. for verification of the existence and condition of your account for a credit bureau or merchant; or
3. to persons authorized by law in the course of their official duties; or
4. to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
5. pursuant to a court order or lawful subpoena; or
6. to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
7. as explained in the separate Privacy Disclosure.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within three days after we have discovered that an unauthorized disclosure has occurred.



UNAUTHORIZED TRANSFERS

(a) Consumer Liability.

· *Generally.* Tell us AT ONCE if you think your card and/or code has been lost, stolen, used without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephone us at 617-495-4460 or write to EFT Department, Harvard Federal Credit Union, 16 Dunster St., Cambridge, MA 02138. You can lose no more than if you fail to give us notice of your lost or stolen card and/or code and your card and/or code is used without your permission.

· *Additional Limits on Liability for Debit MasterCard™, when used for point-of-sale transactions.* You will not be liable for any unauthorized transactions using your Debit MasterCard™, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to Personal Identification Number (PIN-based) transactions or transactions not processed by MasterCard.



(b) Contact in event of unauthorized transfer. If you think your card and/or PIN has been lost, stolen or that someone has transferred or may transfer money from your account without your permission, for example, by using the information from your check or draft, call or write us at the telephone number or address listed in this brochure.

PROTECTED CONSUMER USE

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

- 1. Prohibition of compulsory use.** No person may:
 - require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or require you either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of governmental benefit, or
 - require you to pay electronically for the purchase of goods or services.If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.
- 2. Waiver of rights.** No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.



3. **Refunds.** If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.
4. **Suspension of obligations.** If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
5. **Prohibited means of identification.** Your Social Security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.
6. **Criminal liability.** Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, 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.



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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 (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, out of state account, a 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 (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.

HARVARD UNIVERSITY EMPLOYEES CREDIT UNION MEMBER SERVICES

PO BOX 382609 CAMBRIDGE, MASSACHUSETTS 02138-2609

Business Days: Monday through Friday--Business Hours: 8:30 A.M. – 4:30 P.M.

Excluding Federal and Posted Holidays

Phone: (617) 495-4460

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST