

## University of Nebraska Federal Credit Union Funds Transfer Agreement and Notice

The State of Nebraska has adopted a law Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. This law and regulation cover the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits and some book transfers on the credit unions' records.

The law is intended to establish a comprehensive legal framework covering the duties, responsibilities, and liabilities of all parties involved in a funds transfer. This agreement contains several notices, which we are required to provide to you, as well as establishes other terms of agreement which will apply to all funds transfers involving you and the credit union. Using the credit union to send or receive funds transfers shall constitute your acceptance of these terms of agreement.

To the extent that the terms contained in this agreement are different than those in any other agreement or terms of account, this agreement shall control and be deemed to modify such other agreements or terms of account.

1. This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulations J of the Board of Governors of the Federal Reserve System.
2. The credit union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following funds transfer business day and processed accordingly.
3. The credit union may charge your account for the amount of any funds transfer initiated by you and by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
4. The credit union may establish, from time to time, security procedures to verify the authenticity of a payment order. You may be asked questions verifying your identity. You will be notified of any other security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of the payment orders may be verified using that security procedure unless you notify the credit union in writing that you do not agree to that security procedure. In that event, the credit union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the credit union agree, in writing in, on an alternative security procedure.
5. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.
6. If you give the credit union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the credit union if the funds transfer is completed on the basis of the identification number you provide the credit union.
7. If you give the credit union a payment order which identi-

fies an intermediary or beneficiary's bank by both name and identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different institution other than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

8. Credit given by us to you with respect to an automated clearinghouse credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry. This means that the credit union may provide you with access to ACH funds before the credit union actually receives the money. However, if the credit union does not receive the money, then the credit union may reverse the entry on your account and you would be liable to repay the credit union.

9. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notice of receipt of ACH items in the periodic account statements, which we provide.

10. If the credit union received a funds transfer for you or for other persons authorized to have access to your account, under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, you agree that the credit union is not obligated to provide you with next-day notice of the receipt of transfer. The credit union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements, which we provide. You may, of course, inquire between receipts of periodic statements whether or not a specific funds transfer has been received.

11. We may accept on your behalf payments to your account which have been transmitted through one or more ACH and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.

12. If the credit union becomes obligated under Article 4A to pay interest to You, You agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the credit union to which the funds transfer should have been made or from which the funds transfer has made.

### Your Ability to Withdraw Funds at the University of Nebraska Federal Credit Union

Our policy is to make funds from your deposit available to you on the day we receive your deposit. At that time you can withdraw the funds in cash and we will use the funds to pay checks you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

### Longer Delays May Apply

In some cases, we will not make all the funds that you deposit by check available on the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take action after you have left the premises, we will mail you the notice by the business day after we receive your deposit.

If you will need the funds from the deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have over drawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask your name, address, date of birth, and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

**Main Office:** 1720 P Street  
**East Branch:** 301 N. 52nd Street  
**Kearney Branch:** 208 W. 29th Street, Ste. C

**Call Center Phone:** 402.472.2087  
**Kearney:** 308.708.2777  
**Toll Free:** 800.875.5933

**Federally insured by NCUA.**

University of  
**Nebraska**  
FEDERAL CREDIT UNION

DISCLOSURES  
DEPOSIT ACCOUNT

## ELECTRONIC FUNDS TRANSFER DISCLOSURE

This disclosure only applies to consumer accounts established primarily for personal, family or household purposes. Any reference to “Us” or “We” refers to the University of Nebraska Federal Credit Union, its agents and affiliates. Any reference to “You” and “Your” refers to the account holding member, any joint account holders and account beneficiaries.

### General Information.

**Telephone number.** When We suggest or require You to call Us, the telephone number to call is 402-472-2087, or toll free at 800-875-5933.

**Address.** When We suggest or require You to write Us, the address to write Us at is:

University of Nebraska Federal Credit Union  
Payment Services  
P.O. Box 82847  
Lincoln, NE 68501-2847

**Business days.** For purposes of these disclosures, our business days are Monday through Friday, except when those days are holidays observed by the Federal Reserve Board, and even though some of our offices may be open on Saturdays or Sundays.

### Types of Electronic Funds Transfers.

Electronic fund transfers can be made to or from the deposit Accounts that You have with Us (Account) by: (1) preauthorized transfers, (2) electronic check conversions, (3) telephone transfers, (4) on-line transfers or bill payment through the use of our internet banking services, (5) transactions to other payees You have initiated via the Internet or telephone, (6) transactions initiated at automated teller machines (ATMs) through the use of an ATM card or Visa Debit Card (7) transactions initiated through mobile banking app and (8) transactions initiated at selected network Point of Sale (POS) terminals through the use of Your Card. The important information and disclosures set forth below apply to such electronic fund transfers, the accounts to which they are made and to Your Card.

### Preauthorized Transfers.

You may authorize payments of specific amounts to be made from Your Account directly by Us to third parties on a continuing periodic basis. To arrange for this service, You should contact the person or company You will be paying. A preauthorized transfer will continue to be made from the Account in the same amount and frequency as initially established until You terminate the preauthorized transfer instructions with the person or company whom You have been paying.

**Notice of varying amounts.** If these regular payments may vary in amount, the person You are going to pay should tell You, 10 days before each payment, when it will be made and how much it will be.

**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. You can do so by calling Us or writing Us.

You must contact Us with enough advance notice to receive Your request 3 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. A fee may apply.

**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.

**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 to find out whether or not the deposit has been made.

### Electronic 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:

- (i) Pay for purchases.
- (ii) Pay bills.

### Telephone Transfers, Internet Services, Bill Pay and Mobile Banking.

More information about these services will be provided at the time You enroll or begin using them.

### Transactions initiated via the Internet, Mobile Banking or Telephone.

You may authorize a third party to initiate an individual payment in a specific amount from Your Account by providing Your Account information and authorization to such third party via the Internet, Mobile Banking or via Telephone. Any payment so authorized will be subject to sufficient funds being available in the designated Account.

### Card.

You may use Your Card to perform the following transactions at an ATM:

- (i) Withdraw cash from Your checking or savings Account,
- (ii) Transfer funds between Your checking and savings Accounts whenever You request, and
- (iii) Inquire as to Your Account balance(s).

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

You may also use Your Card to pay, at POS terminals, for the purchase of goods and services at any merchant that has agreed to accept the Card.

### Limitations.

The following limitations apply to all electronic funds transfers. There is no limit on transfers unless stated below. For security reasons, there may be limits on the number of transfers You can make using our ATMs, bill payment service, and POS transactions.

**Limitations on dollar amounts of transfers.**

- (i) You may withdraw, in aggregate, up to \$1,000 from ATMs each day.
- (ii) You may purchase up to \$7,500 worth of goods or services each day in our POS transactions, non pin.

### Your Liability.

Tell Us AT ONCE if You believe Your Card or the Personal Identification Number (PIN) used to access Your Account using the Card, 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. 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 Card and/or PIN, You can lose no more than \$50 if someone used Your card 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 PIN, and We can prove We could have stopped someone from using Your Card 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, PIN 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 will extend the time periods.

If You believe Your Card and/or PIN has been lost or stolen, call or write Us. You should also call the number or write to the address listed in this document if You believe a transfer has been made using the information from Your check without Your permission.

### Additional Disclosures.

#### Confidentiality.

We will disclose information to third parties about Your Account or the transfers You make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of Your Account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with a government agency or court orders, or
- (iv) If you give Us Your written permission.

#### Documentation.

You can get a receipt at the time You make any transfer to or from Your Account using one of our ATMs and POS terminals, except that some merchants may not provide receipts for small transactions \$15 and under.

**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).

**Our 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 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.

### Error Resolution Notice

In case of Errors or Questions About Your Electronic Transfers. Call Us or write Us 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 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, POS, 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 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.