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ELECTRONIC FUND TRANSFER DISCLOSURES AND AGREEMENT

1. Overview. This Electronic Fund Transfer (EFT) Disclosures and Agreement describes the terms and conditions relevant to ALL electronic transfer Services that the Central Coast Federal Credit Union (CCFCU) provides to its members and to ALL electronic transactions that affect CCFCU accounts, including any transaction initiated through any electronic terminal, computer or mobile device. Therefore the terms in this Agreement pertain to use of ATMs, telephone Audio Response, Online and Mobile Banking Services, Bill Pay-e Plus, Mobile Remote Capture, e-Statements, Courtesy Pay and any other electronic, web-based or mobile Services that CCFCU offers to its members. This Agreement does NOT apply to transactions involving wire transfer of funds, transfers made via paper checks and other paper instrument-related transactions. This Agreement is the controlling document for all other Agreements made regarding CCFCU's electronic fund transfer services. Attached to this Agreement are our [Privacy Statement](#), [Truth in Savings Disclosures](#), and a [Schedule of Fees and Charges](#) that also apply to all electronic transactions through CCFCU accounts.

2. Definitions.

- (a) "We, our, us, CCFCU" refers to Central Coast Federal Credit Union.
- (b) "You, your" refers to each Account Holder and each person who is authorized to use the Services.
- (c) "Account, Accounts" means the deposit, loan, credit card and/or investment account(s) identified in your Enrollment Form(s) through which you will be conducting online and/or mobile banking transactions.
- (d) "Account Holder" means you as the owner of an Account. If there is more than one owner of an Account, you are collectively referred to as the "Account Holders."
- (e) "Agreement" refers to this Electronic Fund Transfer Disclosures and Agreement Form.
- (f) "Authorized Representative" means a person with authority to take action or make decisions on behalf of another person with respect to an Account and includes any person the Account Holder may authorize to access an Account or use the Services.
- (g) "Enrollment Form" means the form you complete and submit to receive each of the various Services described in this Agreement, whether the form is called an Enrollment Form or is in paper or an electronic agreement you accept by clicking on the appropriate place on a website or app.

(h) "Services" means all of the electronic, telephonic, online and mobile account access and other special services identified in this Agreement or offered by CCFCU now or in the future, including but not limited to, ATMs, telephone Audio Response, Online and Mobile Banking Services, Bill Pay-e Plus, Mobile Remote Capture, e-Statements and Courtesy Pay.

(i) "System" means the computer and internet service by which you obtain online access and/or the mobile device and wireless carrier by which you obtain mobile access.

3. Eligibility. EFT Services are available to members of CCFCU whose membership status and Account(s) both maintain good standing.

4. Confidentiality and Sharing of Information. We will disclose information to third parties about your Account or transfers relating to your Account:

- (a) When that disclosure is necessary to complete a transfer;
- (b) To comply with government agency, court orders, or other valid legal process;
- (c) If we are provided with your permission;
- (d) If we need to examine claims of error, resolve a merchant dispute or look into possible unauthorized use;
- (e) If we need to verify the existence and condition of your Account for a third party, such as a credit bureau or a merchant;
- (f) Please refer to the CCFCU's [Privacy Statement](#) for further information regarding confidentiality and the extent to which we may share member information.

5. Documentation of Transactions. You may opt to receive paper statements of your EFT transactions, or you may enroll in our e-Statement and Bill Pay-e Plus services to receive your information online. Members may call or write to CCFCU with any questions about paper statements, e-Statements, Bill Pay statements, or any other quarterly or monthly financial statement they may receive from CCFCU. For CCFCU's contact information, please refer to section 18, "[Contacting CCFCU: Telephone Numbers and Address.](#)" You will receive a monthly account statement if you have a checking Account, if you have direct deposits or preauthorized withdrawals from a third party in a given month. In any case, you will receive a statement at least quarterly.

(a) Periodic Statements. For Accounts to and from which electronic transfers are made, CCFCU will send a periodic statement for each monthly cycle in which such transfers have occurred, and if not monthly, then at least quarterly. Such periodic statements, whether they are received via mail or through our Services, will include:

- (i) The amount of transfer and the date for when it was credited or debited to the member's Account;

- were transferred;
- transferred;
- party;
- CCFCU.
- (ii) The type of transfer and type of Account to or from which funds
 - (iii) The name of the third party to or from which the funds were
 - (iv) The Account number;
 - (v) Fees assessed against the Account;
 - (vi) Account balances at the beginning and end of the statement period;
 - (vii) Address and telephone numbers for inquiries;
 - (viii) Information about any direct deposits;
 - (ix) Information about any preauthorized withdrawals from a third
 - (x) Telephone numbers for preauthorized transfers, if received by

(b) E-Statements. By enrolling in our e-Statement Service, you consent to receive periodic statements about your EFT transactions online. You may access your e-Statements by using your login information to view this detailed record of transactions connected to your Account. If CCFCU receives any returned e-Statement from a member for any reason, CCFCU will proceed by issuing paper statements to the address on file for you. It is your responsibility to notify us of any change of your address. You may also revoke your consent to receive e-Statements at any time by sending a written request to CCFCU or by calling us. For CCFCU's contact information, please refer to section 18, "[Contacting CCFCU: Telephone Numbers & Address.](#)"

(c) Receipts. When using any of our ATMs, members have the option of receiving receipts for making transfers to and from Accounts.

(d) Direct Deposits. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same agency, person, or company, you can contact us to find out whether the deposit has been made. For CCFCU's contact information, please refer to section 18, "[Contacting CCFCU: Telephone Numbers and Address.](#)"

6. Types of Available Transfers. You may use ATM cards, VISA Debit Cards, Online Services and Accounts, or Audio Response PINS to:

- (a) Withdraw cash from checking or savings Accounts;
- (b) Make deposits into your CCFCU checking or savings accounts;
- (c) See your Account balance;

(d) Transfer funds between your CCFCU checking and savings accounts whenever you request;

(e) Arrange with certain persons, agencies or companies to make recurring deposits into and/or preauthorized withdrawals from your savings or checking account;

(f) Pay for purchases (point of sale service) at places that have agreed to accept your ATM and VISA Debit Cards;

(g) Pay bills through our Electronic Bill Payment Service online (Bill Pay-e Plus), although some of these Services may not be available at all terminals or through Audio Response technology.

7. Limitations on Transfers & Accounts. For security reasons there may be limitations on the number of transactions that Members can make using terminals, online and mobile services, or the Audio Response service.

(a) Non-Personal Transfers. Federal regulations limit the number of withdrawals and transfers out of your savings account to a total of six (6) per month when the transfers are made online, Bill Pay-e Plus, automatic overdraft, and/or fax to a third party. Transfers to make payments on your loans at CCFCU or withdrawal by check are excluded from this regulation.

(b) Accounts Using ATM Cards. You cannot use your ATM card to transfer money into or out of your Account until CCFCU has validated it. We will validate your card upon notification, either in person or in writing, that you have received both your card and the Personal Identification Number (PIN) associated with the card. You may withdraw up to \$500 from ATM terminals each 24 hour period. You may buy up to the available amount of funds in your checking account each time you use your card for point of sale purchases. ATM transactions completed at point of sale terminals are only allowed from your checking account. If you do not want to use the card, please destroy it at once by cutting it across the magnetic strip and returning it to our office.

(c) Accounts Using Audio Response “Tell-A-Phone” and Online Account Access. You cannot use the Audio Response “Tell-A-Phone” service or the online services until we have validated your Personal Identification Number (PIN). We will validate the Audio Response “Tell-A-Phone” and the Online Account Access service upon notification, either in person or in writing, that you have received the Personal Identification Number (PIN) or password associated with this service. If you wish to discontinue using your Audio Response or our online services, please contact us to disable the PIN associated with your online access to your Account. For CCFCU’s contact information, please refer to section 18, “[Contacting CCFCU: Telephone Numbers and Address.](#)”

(d) Accounts using VISA Debit Card. You cannot use your VISA Debit Card until your card is activated by using a PIN-based transaction at any CO-OP affiliated ATM machine. If you do not want to use the card, please destroy it at once by cutting it across the magnetic strip and returning it to our office.

(e) Minimum Balance and Transfers. Transfers and withdrawals will not be allowed should your Prime Share savings account balance fall below \$25. Twenty-five dollars is the minimum account balance necessary for maintaining active membership in CCFCU.

8. Stopping Preauthorized Transfers. If you have arranged to make regular payments out of your Account, you can stop any of these payments by calling CCFCU or by sending us a written request. See section 18, "[Contacting CCFCU: Telephone Number and Address.](#)" Please call or write to us regarding the cancellation of a preauthorized payment three (3) business days or more before the payment is scheduled to be made. In the event that you call us, we may also require that you place your request in writing and send it to us 10 days after your phone call to CCFCU. We will charge you a fee for each stop-payment request that you make on your Account. See our [Schedule of Fees and Charges](#) for the amount of charge. If the preauthorized payments vary in amount each time they are made, then it is the responsibility of the party that will be paid from your Account to tell you, 10 days before payment, when the payment is due and how much the payment will be. If we do not process your stop payment request when you made it on time, according to the three (3) business day rule and before the transfer is scheduled, we will be liable for your losses or damages that result.

9. Your Responsibilities and Liability for Unauthorized Transactions.

(a) Unauthorized Users, Transfers and Liability. Tell us AT ONCE if you believe your ATM Card, VISA Debit Card, Audio Response or Online Account PIN or password has been lost or stolen. Tell us AT ONCE if you believe that someone has transferred money out of your Accounts without your permission. Please call us at the number listed under Section 18 of this Agreement, "[Contacting CCFCU: Telephone Number and Address.](#)" Telephone us immediately in order to minimize the losses you experience from any unauthorized use.

(i) Possible Losses. If you tell us within two (2) business days after you learn of the loss or theft of your card, PIN or access device, you can be liable for no more than \$50 if transfers were made through your Account without your permission. If you do not tell us within two (2) business days after you learn of unauthorized access and use of your Accounts, you will be liable up to \$500.

(ii) Unauthorized Transfer on Statement. If your statement shows transfers that you did not make, notify us AT ONCE. If you do not notify us within 60 days after you received your statement, you might not get back any money that you lost if we can prove that we could have stopped the transaction(s) had you notified us in time. If you do not notify us immediately should these events occur, you could lose all the money in your Account as well as your maximum overdraft protection line of credit. In the event that a good reason, such as a sickness or a hospital stay, kept you from notifying us, we may extend time periods in our sole discretion.

(b) Your Liability.

(i) You are not allowed to give out or share your Personal Identification Number (PIN) to any individual at any time! Please keep your card and your PIN secure and private and do not share these materials, issued to you by CCFCU, with anyone else;

(ii) Transactions made by a person to whom you have voluntarily given your card or PIN are considered authorized by you, regardless of whether they stay within the limits you set on that person's access to your Account;

(iii) You are solely responsible for the security of your Account, your PIN, and for the security of any access device or technology, including mobile phones, devices and computers, which you use to engage in electronic transactions through CCFCU's Services;

(iv) CCFCU is not liable for any losses caused by the improper or negligent maintenance of secure information or the actions of a third party as a result of unauthorized use of your Account or technology;

(v) You are solely responsible for all transactions that occur through your Account conducted using your private login information and you assume all liability and responsibility to monitor your Account;

(vi) CCFCU is entitled to act upon instructions received through your Account regarding electronic transactions without inquiring into the identity of the person giving the instruction or using the Account or the validity of the transaction;

(vii) You, as an Account Holder, represent and warrant to CCFCU that to your knowledge, there are no present defaults under any agreements which govern your Accounts at CCFCU, including, but not limited to, the Membership Application and Account Agreement. You understand and agree that this EFT Disclosures and Agreement does not constitute a legal renewal of any existing agreement. Except as may be specifically modified hereby, any existing agreements governing your Account shall remain in full force and effect, independent of any transactions you may conduct using our Services.

(viii) By signing this Agreement, you indemnify and release CCFCU from any and all liability; you agree not to make any claims against CCFCU or bring any action against CCFCU pertaining to unauthorized EFTs initiated by authorized or unauthorized users of your Account.

(c) Joint Account Access and Liability. If an Account for which EFT Services are requested is a multiple party or joint account, each Account Holder shall be jointly and severally (individually) liable for all actions and transactions made on the Account. By enrolling in any EFT service provided by CCFCU, you acknowledge that you are responsible for all transactions made by any Account Holders and Authorized Representatives or persons.

10. Our Liability. If CCFCU does not complete a transfer to or from your Account on time, or in the correct amount, we will be liable for your losses or damages. We will not be liable to you or to any third party for indirect, special or consequential damages arising out of this Agreement. We will also NOT be liable:

(a) If, through no fault of ours, you do not have enough money in your Account to complete a transfer;

- (b) If a transfer you wish to make would go over the credit limit on your overdraft line;
- (c) If the ATM where you are making the transfer does not have enough cash;
- (d) If the terminal, device, System or technology you are using is not working properly;
- (e) If a hold exists on your Account;
- (f) If access to your Account is blocked;
- (g) If your funds are encumbered or subject to a legal proceeding which restricts a transfer;
- (h) If your transfer authorization terminates by operation of law;
- (i) If you suspect that an unauthorized person has accessed your Accounts without your permission and you fail to notify CCFCU according to our notification requirements;
- (j) If CCFCU has received inaccurate or incomplete information from the Account Holder or a third party regarding the Account or transfer;
- (k) If circumstances beyond CCFCU's control (including, without limitation, power outage, equipment, technological failure, flood, fire or other natural disaster) prevents a transfer despite reasonable cautions that we have taken.

11. Fees. (Refer to [Schedule of Fees and Charges](#) for specific changes referred to below.)

(a) ATM and VISA Debit Card Fees. CCFCU may charge you a fee for each transaction you make using your ATM card or VISA Debit Card when that transaction takes place at any ATM terminal not owned and operated by CCFCU. There is no charge from CCFCU for ATM cards used at point of sale terminals although the merchant may add its own charges for such purchases.

(b) Savings Account & Overdraft Fees. We will charge you a fee for each transfer you make (or is made automatically to cover overdrafts) from your overdraft line of credit to your checking or savings account.

(c) Stop-Payment Orders on Preauthorized Transfers. We will charge you a fee for each stop payment order you give us regarding preauthorized transfers you have arranged from your Account.

(a) All Other Fees. See [Schedule of Fees and Charges](#).

12. Error Resolution. In the event that you need more information regarding an EFT, or if you think an EFT reported on your receipts or statements is incorrect or was unauthorized—please contact us by calling the phone number listed at the end of this Agreement, under Section 18, “[Contacting CCFCU: Telephone Number and Address.](#)”

(a) 60-Day Requirement. We MUST hear from you regarding your inquiry no longer than 60 days after we sent you the FIRST statement or receipt where the possible error or problem appeared.

(b) Oral Inquiry. If we hear about your error inquiry orally, whether in person or over the phone, we may require that you send us your complaint or question in writing within ten (10) business days.

(c) Investigation. We will determine whether an error occurred within 10 business days after we hear from you and if we determine an error has been made, we will correct the error. For investigating an error inquiry relating to a new account, we will take up to 20 business days to look into the matter and if we determine an error has been made, we will correct the error. If CCFCU needs more time to look into the inquiry, we will take up to 45 days, and up to 90 days where the request pertains to a new account. If we take more time (up to 45 days or 90 days depending on the type of account) we will provisionally credit your Account within 10 or 20 business days (for new accounts) for the amount you believe is in error on your statement. We will alert you to the provisional credit within a period of two (2) business days after we have completed the credit. After we complete our investigation into the error reported, we will provide you with the results of the inquiry within three (3) business days from completion. In the event there was no error that occurred, we will supply you with a written explanation. If an error occurred, we will post any credit to which you are entitled to your Account, or change a previously posted provisional credit to a permanent credit. If there was no error that occurred, and you were given a provisional credit to your Account, we will reverse the credit. Any overdrafts exceeding the provisional credit amount will be subject to our normal fees. You agree to restore any negative account balance. (See [Schedule of Fees and Charges](#)).

13. Termination of EFT Services. We can and will terminate your EFT Services at any time, with or without providing notice, consistent with applicable law. The following reasons are examples as to why we might terminate EFT Services:

(a) You or any Authorized Representative of your EFT Services breach this Agreement or any other agreement with us;

(b) We have reason to believe that unauthorized use of your EFT Services is taking place or has taken place;

(c) We have notice as to conflicting claims to the funds in your Account;

(d) You repeatedly use EFT Services for debits against insufficient funds;

(e) You permit use of EFT Services for illegal transactions or fraudulent activity;

(f) You or any Authorized Representative has asked us to terminate the EFT Services.

14. Overdraft Policy for Electronic Transfers. Electronic fund transfers require sufficient available funds to complete your requested transactions. CCFCU's overdraft policy, called Courtesy Pay, facilitates the payment for items charged on your Accounts that contain insufficient funds. This overdraft protection provides for the automatic payment of a modest overdraft limit of \$400.00 on all accounts in good standing. For information about fees that will be charged to your account in connection with overdraft transactions, see [Schedule of Fees and Charges](#). We do not offer this Service on new accounts until we complete a three (3) month review of your account standing. In order for this Service to take effect, members must opt in through this Agreement and enroll for overdraft protection at CCFCU. Members may opt out of this Service at any time by contacting CCFCU. For contact information see Section 18, "[Contacting CCFCU: Telephone Number and Address.](#)"

15. VISA Debit Card Merchant Transactions and Disputes. VISA debit cards will be available to all CCFCU members with accounts in good standing. The debit cards will have a unique VISA number, and only one card may be issued to you, per account, at a time. All VISA debit cards will have a \$500.00 ATM withdrawal limit, a point of sale limit of \$1,000.00, an authorization limit of \$2,500.00 and a withdrawal on deposited funds limit of \$200.00. VISA debit charges cannot be placed on stop payment; they can only be disputed by the Account Holder after the Account has been charged. These charges must be greater than \$25.00, and for each disputed transaction, our network processor charges a \$20.00 fee. Upon the completion of a dispute form at one of CCFCU's branches, CCFCU may grant you a provisional credit on a case-by-case basis. If a dispute is found to be unwarranted, this provisional credit will be debited from your Account, and any dispute from that point must be resolved by contacting the merchant that originated the transaction. CCFCU reserves the right to revoke your VISA card at any time.

16. Business Days. Our business days are Monday through Thursday, 9:00 a.m. – 5:00 p.m., Friday, 9:00 a.m. – 6:00 p.m. and Saturday, 9:30 a.m. – 2:00 p.m., excluding State and Federal holidays.

17. Equipment Requirements. You have sole responsibility for the technological equipment necessary to gain access to EFT Services. CCFCU cannot guarantee the security of the login process if the equipment, internet connection, mobile device or wireless service used to access your account is somehow compromised. Members must use a computer with the latest version of Microsoft Internet Explorer in order to access EFT Services.

18. Contacting CCFCU: Telephone Number and Address. If you need to contact CCFCU for any reason, our phone number is (831) 393-3480 and our mailing address is 4242 Gigling Road, Seaside, CA 93955. Please do not hesitate to call us if you have a question or an issue with regard to your Account.

19. Emails to CCFCU. Messages sent through the Online Banking Service to CCFCU staff members are encrypted and bear your "electronic signature." Only CCFCU has the capability to read these messages. Your "electronic signature" is activated whenever you login to the Online Banking Service and is automatically "stamped" on all your transaction requests

and messages. Because of this feature, we are able to honor requests for transactions and changes to your account records that would normally require a written signature. Please note, however, requests to wire transactions to an Account not held in your name will still require a written signature due to Federal Regulations.

(a) Limitation. CCFCU may not act upon requests placed via email where your written confirmation reflecting your authorizing signature may still be required. CCFCU will not take action based on your email requests until it has reasonable opportunity to act.

20. Changes and Modifications to EFT Agreement. CCFCU may modify the terms and conditions applicable to the EFT Services mentioned in this Agreement. We may send notices either through mail or email, and you will be deemed to have received it three (3) days after the notice is posted. Any revised terms and conditions will be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the EFT Services that CCFCU offers in whole or in part without prior notice. However, we will provide you with notice as to:

- (a) Any increases in fees associated with EFT transactions;
- (b) Any increases in liability for Account Holders engaging in EFT transactions;
- (c) Fewer types of available electronic transfers through CCFCU;
- (d) Stricter limitations on the frequency or dollar amount of transfers.

21. Governing Law. This Agreement is governed by the laws of the State of California and applicable federal law.

22. Final General Agreements.

(a) By enrolling in our EFT Services, by using these Services, or by allowing others to use your EFT privileges, you consent to the terms and conditions of this EFT Agreement. The terms of this Agreement may be changed or modified by us at any time and we may provide you with notice of these changes. You agree to comply with the rules set out in this Agreement, by our electronic switch providers and by legislative or regulatory bodies with jurisdiction.

(b) A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

(c) This Agreement does not create, and shall not be construed to create, any joint venture or partnership between us. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

(d) The failure of either party to seek a redress for violation, or to insist upon the strict performance of any covenant, agreement, provision, or condition hereof shall not

constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

(e) Our Services cannot be used for any illegal transaction. If any of the Services described in this Agreement are used for an illegal purpose, we do not assume any responsibility for the transaction and are not liable for any damages. We will decline illegal transactions, and potentially cancel your EFT Services if we become aware of the use of your CCFCU Accounts for illegal purposes.

(f) We may report you to consumer reporting agencies that process account abuses or loan delinquencies if you fail to meet the terms of this Agreement governing your Accounts or loans with us.