

# ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES & CONDITIONS



This disclosure and agreement (EFT Agreement) defines your responsibilities and our responsibilities with respect to certain electronic funds transactions. Electronic funds transactions are movements of funds originated other than by deposit/withdrawal slips or checks. In other words, a movement of funds that does not use a paper document.

As used throughout this EFT Agreement, the terms “you” and “your” mean each person who applies for a Card, Online or Mobile Banking access, or the Automated Phone Service and all account owners if the accounts are joint accounts, held jointly and severally. The terms “we,” “our,” “us,” “Credit Union” and “Andrews Federal” refer to Andrews Federal Credit Union. The word “Card” means the Visa® Debit Card (Check Card) issued to you by us, which permits you to conduct Transactions at automated teller machines (ATMs) owned and operated by us; at automated teller machines and point of sale (POS) terminals that are part of a network that accepts our Card; and at any place that honors Visa® cards for Transactions. The word “PIN” means your Personal Identification Number for your Card and the word “AC” means your Access Code (username/password) for Digital Banking Services (“Digital Banking” includes our suite of electronic banking services, including Online Banking, Mobile Banking, and Bill Pay) or your login credentials for the Automated Phone Service (Phone Service). The word “PIN/AC” refers to your PIN and/or AC, both individually and collectively. The words “account” and “accounts” mean those Andrews Federal share draft checking and share savings accounts that you may access with a Card, Digital Banking Services, or the Phone Service. The word “Transaction” means an electronic funds transaction. These Transactions are performed through the use of ATMs, POS terminals, Digital Banking Services, the Automated Phone Service, the Automated Clearing House (ACH) system, and by other electronic means.

You understand that the agreements and rules and regulations applicable to your accounts remain in effect and continue to be applicable, except as specifically modified by this EFT Agreement. In addition, if you have signed another agreement with us governing specific types of Transactions, that other agreement will control if there is a conflict between that agreement and this EFT Agreement. By requesting, receiving, signing, and/or authorizing another person to use your Card and/or your PIN/AC or by using your Card and/or your PIN/AC to conduct Transactions, you agree to the terms of this EFT Agreement:

- 1. Card Ownership and Use:** The Card allows you to make Transactions from your accounts. The Visa® Debit Card (Check Card) permits Transactions at ATMs, merchant POS terminals, and any place that honors Visa® cards. Check Cards are debit cards that allow you to access the available funds in your account, within the daily limitations described in 19(h) to purchase goods and services and to receive cash advances from your checking account. Check Cards are NOT credit cards.

You acknowledge that any Card issued by us is our property, and that it may be revoked without notice to you and must be surrendered promptly upon request. Your Card may be used for lawful transactions only. You agree that use of your Card for illegal transactions (including, but not limited to, unlawful internet gambling) will be deemed a default and/or breach of this EFT Agreement and may result in the termination of this EFT Agreement. If you use your Account for illegal transactions, you waive any right to sue us for such illegal transactions or any activity directly or indirectly related to it. Additionally, you agree to indemnify and hold us harmless from any suits or other legal action or liability, directly or indirectly, relating from such illegal transactions.

The presentation of your Card, and if required, the input of your correct PIN, constitutes your authorization to us to make Transactions, which are subject to the provisions of the EFT Agreement applicable to your account. The use of the Card will constitute an immediate withdrawal from and/or demand upon your checking account, whether or not you have signed any sales authorization slip and even though the transaction may not actually be posted to your checking account until a later date. Refer to our Terms and Conditions for details related to Transaction posting. (“Your Checking Account Balance.”)

- 2. Digital Banking Services, Automated Phone Services and AC Choice**
  - a) Digital Banking Services and AC Choice:** Digital Banking, which includes online banking, mobile banking, and online bill pay, requires entry of your AC and account number to conduct Transactions as described in 19(e). Upon your enrollment in Digital Banking and your first access to the Services, you are responsible for establishing a Username and Password (collectively, your AC) unique to you and that only you will know. We will have no record of your new AC. While you may (and should) have separate ACs between the Digital Banking Services and the Automated Phone Service, you will only have one AC per Service, however each account holder may have their

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own AC. You agree that use of your account number and AC shall constitute sufficient verification of your identity to us as well as your authorization to us to make Transactions.

The types of Transactions that you may make using Digital Banking Services and any limitations are described in 19(e) and they are binding on you, even if the Electronic Funds Transfer Disclosures do not otherwise apply to you. All Digital Banking Service Transactions, unless otherwise noted for you in the Service, will be posted to your Account(s) as of the time you request it and receive confirmation of such Transaction.

Check deposits made through the Digital Banking Services, such as through our Mobile Deposit, are subject to the terms of our Digital Banking Agreement.

*b) Automated Phone Service and AC Choice:* Automated Phone Service is an electronic voice-response system. You may access it through a touch-tone telephone and enter your AC and account number(s) to conduct Transactions as described in 19(e). After your first access to the Phone Service with your initial AC, you are responsible for choosing a new AC and we will have no record of that new AC. The AC will be the same for each person who has access to the account and a change in the AC by any one of you will change the AC for all of you. You agree that use of your account number and AC shall constitute sufficient verification of your identity to us as well as your authorization to us to make Transactions.

The types of Transactions that you may make using the Phone Service and any limitations are described in 19(e) and they are binding on you, even if the Electronic Funds Transfer Disclosures do not otherwise apply to you. All Automated Phone Service Transactions, unless otherwise noted for you in the Service, will be posted to your Account(s) as of the time you request it and receive confirmation of such Transaction.

For information on the posting of ATM Deposit Transactions, see Andrews Federal's Funds Availability Disclosure.

- 3. Your Agreements:** You agree not to make Transactions that would overdraw any account. If, by mistake, you are permitted to make a Transaction that you should not have been allowed to make, we may charge the amount involved to a valid account or otherwise hold you liable. You agree to follow the instructions posted for use of the ATMs and POS terminals accessible by your Card. You agree to follow the instructions we provide to you in connection with the Automated Phone Service. These instructions will be considered part of this EFT Agreement. When a PIN/AC is required, you cannot make Transactions without the entry of your correct PIN/AC. Entries of an incorrect PIN at an ATM may result in your Card being retained by the ATM. You must then contact us to order a replacement card.
- 4. PIN/AC and Card Protection:** You will hold your PIN/AC in strict confidence. You will not write your PIN on your Card, or on any paper you carry with the Card or on any paper with your Account number(s). You will not write your AC(s) on any paper with your Account number(s). This invites misuse of your Card and Account(s) if these items are lost or stolen. You should protect your PIN/AC and your Card as you would cash, credit cards or checks – your PIN/AC and/or your Card are the “keys” with which someone can access your Accounts.
- 5. Overdraft Services:** Your Check Card Transactions (one-time purchases) will not be covered under the Credit Union's overdraft protection program (Privilege Pay) or other optional overdraft protection services unless you have authorized us to provide this coverage. Transactions made with your Check Card will not be authorized if there are insufficient funds available in your account at the time the transaction request is received if you have not “Opted In” to overdraft protection services coverage of your Check Card. The Credit Union does not offer overdraft coverage of ATM transactions. Before deciding whether to opt in for this coverage, you should read our Privilege Pay disclosure in conjunction with our Terms and Conditions.
- 6. NSF Fees:** You understand and agree that a merchant or other entity may make multiple attempts to re-submit a returned unpaid item for payment. Consequently, because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item (e.g., checks, electronic fund transfers and payments that you initiate through the Credit Union's Digital Banking or Bill Payment services). Therefore, multiple fees may be charged to you as a result of a returned item and resubmission regardless of the

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number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item. When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

7. **Loss or Theft:** You will notify us immediately of the loss or theft of your Card and/or PIN/AC. You must contact us to request a replacement card. If you recover your Card or PIN/AC after you have notified us, you will not use the recovered Card or PIN/AC and will instead only use the replacements issued.
8. **Verification:** Visa® purchase receipts, and ATM or POS terminal receipts issued by an ATM or merchant POS terminal not owned by us, are binding on us only after verification by us.
9. **Responsibility:** You are responsible for all Transactions made by anyone on your account(s) with your AC through Automated Phone Service or with your PIN and/or Card, including unauthorized Transactions, subject to the limitations of applicable law. Legal limitations on your liability for unauthorized transactions, if applicable, are summarized in this document. We have no obligation to monitor the use of your Card or PIN/AC or to notify you if unusual activity occurs.

Also, Andrews Federal is not liable for any claims by you against a merchant arising from the purchase of goods or services with your Card. If this Card replaces an existing access device, you agree to destroy that access device immediately upon receipt of your new Card and PIN, if applicable.

10. **Deposits:** All deposits will be credited to your accounts provisionally, subject to our verification. Funds from deposits may not be available for immediate withdrawal. (Please refer to Andrews Federal's "Funds Availability Policy", or for Mobile Deposits, the Digital Banking Agreement for details). You agree that our verifications of deposit will be final.
11. **Authorized Transactions:** You are responsible for and agree to hold us harmless for any and all Transactions by any person you authorize, either expressly or through your actions on your account ("Authorized Transactions"). You must revoke said authorization directly with Andrews Federal (in a manner that we may stop or block additional transactions from occurring), or you will lose the right to dispute those transactions that occur during the period of time that you provided authorization. You accept responsibility for all Transactions made by an authorized person less than 18 years of age.
12. **Liability:** We will not be liable for your inability to make Transactions or retrieve your Card, except as otherwise provided. We will not be liable for failure to honor a Card due to improper use or retrieval of the Card by an ATM. You agree to never use a damaged or expired Card and to contact us for a replacement Card and PIN if your Card is damaged or expired.
13. **Termination and Amendment:** We may terminate your right to make Transactions or cancel this EFT Agreement at any time. We may give notice of termination or cancellation, but we are not obligated to do so. Your Card and/or PIN/ AC may not be used after we terminate it, or after your account(s) are closed. You may terminate or cancel the use of your PIN/ AC, Card, Digital Banking Services and/or the Automated Phone Service by giving us written notice. Your written notice of termination will become effective no later than the end of the first business day following our receipt of your notice.

Termination by one account owner terminates the PIN and Card device, or AC only for that owner; termination by one account owner does not impact the access of other account owners unless the request is to disable the account entirely. Termination will not affect any liability incurred by you prior to termination. We may change this EFT Agreement at any time by mailing a copy of the changes to your most recent account statement address. Unless we are required to give you advance notice by law, changes are effective on the date changes are mailed. Use of your Card and/or PIN/AC after the effective date of the change will acknowledge your acceptance of that change.

14. **System Malfunction:** You will not attempt to make a Transaction when the Automated Phone Service, Digital Banking Services or an ATM or POS terminal informs you (or other circumstances give you reason to believe) that

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the respective system is closed or is not operating properly due to a technical malfunction or is unable to initiate the Transaction you desire.

- 15. Foreign Transactions:** Visa® converts any Transaction made to the Card (purchase, credit, cash disbursement, ATM, or reversals) in foreign countries or foreign currency to U.S. dollars. The currency conversion procedure that Visa® International uses multiplies the foreign currency transaction by an exchange rate to convert it into a U.S. dollar amount. The exchange rate between the Transaction currency and the billing currency used for processing international transactions is a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® receives, or the government mandated rate in effect for the applicable central processing date, increased by one percent. The exchange rate is subject to change by Visa®. The date the exchange rate is applied is the day before the date the Transaction is processed. This means that the exchange rate applied to your foreign Transaction may differ from the rate in effect on the date of your Transaction.

A fee may apply to a Transaction that you or a merchant conducts with your Check Card outside of the United States (including transactions made over the Internet from websites headquartered outside of the United States); the amount of this fee is posted on our Schedule of Fees, available on the Credit Union's website.

- 16. Collection Expenses:** If we have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorneys' fees.
- 17. Servicing and Collection Contacts:** You agree that we may try to contact you in writing, by e-mail, or using prerecorded /artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. Such contact may include contact from companies working on our behalf to service your accounts.
- 18. EFT Agreement Controls:** Both you and we will be bound by this EFT Agreement. If there is a conflict between the EFT Agreement and something said by our employees, you agree that this EFT Agreement controls. For accounts opened in New Jersey, this EFT Agreement is governed by federal law and, to the extent not inconsistent with federal law, the internal laws of New Jersey. For accounts opened in the District of Columbia, this EFT Agreement is governed by federal law and, to the extent not inconsistent with federal law, the internal laws of the District of Columbia. For accounts opened in Virginia, this EFT Agreement is governed by federal law and, to the extent not inconsistent with federal law, the internal laws of Virginia. For all other accounts, this Agreement is governed by federal law and, to the extent not inconsistent with federal law, the internal laws of Maryland.

**Electronic Funds Transfer Disclosures:** Unless specifically provided otherwise in the next sentence, the disclosures of this paragraph 19, and the rights and obligations contained therein, apply only to "Regulation E Transactions," which are Transactions governed by the Federal Electronic Funds Transfer Act and the Consumer Financial Protection Bureau's Regulation E (Part 1005), made by a natural person whose accounts were established for personal, family or household purposes.

*a) Member Liability:* Notify us AT ONCE if you believe that your Card and/or PIN/AC 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 us 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 and/or Privilege Pay limit). If a transaction was made with your Card or Card number without your permission and was a Visa® transaction, you will have no liability for the transaction unless you were negligent or fraudulent in the handling of your account or Card or PIN/AC. For all other EFT Transactions, if you were negligent in the handling of your account or Card or Access Code, your liability for an unauthorized transaction is determined as follows: If you tell us within 2 business days of the loss/theft, you can lose no more than \$50 if someone used your Card and/or PIN/AC 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/AC, and we can prove we could have stopped someone from using your Card and/or PIN/AC without your permission if you had told us, you could lose as much as \$500.

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Also, if your statement shows transfers that you did not make, including those made by Card, PIN/AC 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 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.

Notice of lost or stolen Cards and/or PINs/ACs, or unauthorized Transactions, is considered given to us whether notice is given in person, by telephone, or in writing. If you notify us in writing, notice is considered to be given at the time you place the notice in the mail, or when you deliver the notice for transmission to us by any other reasonable means of delivery. For your protection, we require that all verbal notices be followed up in writing.

*b) Address and Telephone Number:* If you believe your Check Card and/or PIN/AC has been lost or stolen, call 800.449.7728. You may call this number 24 hours a day, 7 days per week. If you believe your ATM Card and/or PIN/ AC has been lost or stolen, or if you believe that someone has transferred or may transfer money from your Account without your permission, call us at 301.702.5500, or 800.487.5500 or outside the U.S. 00800.487.56267. You may call this number 24 hours a day, 7 days a week.

You may also write to us at the following address:

Andrews Federal Credit Union  
Attn: Card Support Services  
P.O. Box 4000  
Clinton, MD 20735-8000

In all cases, an unauthorized Regulation E Transaction must be reported using the procedures outlined in Paragraph 19(s).

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

*c) Business Day Disclosure:* Our business days are Monday through Friday between 8:00 AM and 7:00 PM (EST). Holidays are not considered business days.

*d) Card Account Access:* You may use your Visa® Check Card to:

- Withdraw cash from your Andrews Federal checking and savings accounts at ATMs;
- Transfer funds between your Andrews Federal checking and savings accounts at ATMs;
- Make balance inquiries on your Andrews Federal checking and savings accounts at ATMs;
- Make deposits to your Andrews Federal checking and savings accounts at designated Andrews Federal ATMs;
- Make payments to certain Andrews Federal loan accounts at Andrews Federal ATMs;
- Pay for purchases at POS terminals where our Card is accepted, by entering your Card and PIN (POS Purchases).
- As part of the purchase, you may be able to get cash back depending on the policies of the provider of the goods or services.
- Pay for purchases directly from your Andrews Federal checking account wherever you see the Visa® symbol displayed (Visa® Purchases, i.e. one time Check Card purchases);
- Withdraw cash from your Andrews Federal checking account, via a cash advance from a participating Visa® financial institution.
- Make purchases online via a computer or mobile device.
- Pay bills and other recurring debits.

Your Check Card CANNOT be used for any illegal transactions to include illegal internet gambling. Your Check Card CANNOT be used for Visa® Purchases until you confirm that you have received the Card and request that it be activated, by calling 800.527.7728. For outside the US, call collect 727.540.9434. Furthermore, your Check

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Card cannot be used for ATM Transactions or POS Purchases until you receive your new PIN.

*e) Automated Phone and Digital Banking Services Account Access and Limitations:* You may use your AC and Account number(s) to:

- Transfer funds between your Andrews Federal checking and savings accounts;
- Make balance inquiries on your Andrews Federal checking and savings accounts;
- Make deposits and withdrawal inquiries on your Andrews Federal checking and savings accounts;
- Make payments to certain Andrews Federal loan accounts;
- Make balance and transaction inquiries on certain Andrews Federal loan accounts;
- Make a request that a stop payment be placed on a check you have written, which request will be effective for only six months;
- Make withdrawals from your Andrews Federal checking and savings accounts by requesting a check be mailed to the address to which account statements are mailed;
- Make payments to third parties via check withdrawals or electronic payments via Bill pay (Digital Banking Services only);
- View year to date dividend, loan interest, and other tax related account information (Digital Banking Services only);
- Change your account address, email address, or phone numbers (Digital Banking Services only);
- Transfer funds to/from your Andrews account to/from your outside bank account (Digital Banking Services only);
- Request Euro Bill Payment transfers (Digital Banking Services only);
- Make check deposits using Mobile Deposit (Digital Banking Services only)

The Credit Union reserves the right to impose limits on the type, dollar amount, and/or frequency of withdrawals and transfers that may be made from this account. If we do impose such a limit, we will indicate such limit(s) in our Truth in Savings disclosure and/or at the time of your requested withdrawal or transfer. For security reasons, there may be other limits on the number or dollar amount of Transactions you may make through the Automated Phone or Digital Banking Services.

*f) Electronic Check Conversion:* You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your check to pay for purchases or pay bills.

*g) Charges and Fees:* Transactions are subject to charges as indicated in the current Schedule of Fees, a copy of which was provided when you opened your account and which is available at any time at <https://www.andrewsfcu.org/Learn/Resources/Account-Fees>. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used in addition to any fees we may charge (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

*h) Limitations on Frequency and Dollar Amounts of Transactions:* There are limitations on the dollar amounts of Transactions that you may make with your Card per processing cycle (approximately daily) per Card account number.

For cash withdrawals at ATMs, the limit is the lesser of your available account or \$500 (\$200 for Youth Accounts).

For purchases, including cash back at POS terminals (if available), the limit depends on whether or not you are required to enter your PIN to complete the Transaction. For POS purchases where your PIN is required, the limit is the lesser of your available account balance or \$1,000 (\$200 for Youth Accounts).

If your Transaction is being processed as a Visa® Purchase, without the entry of a PIN, the Transaction limit is the lesser of your available Share Draft account balance or \$3,000 (\$400 for Youth Accounts). Visa® Purchase transactions are limited to 25 per business day.

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Some merchants may allow cash back on a POS transaction requiring a PIN. Your limit for Transactions is the lesser of your account balance or \$1,000 (\$200 for Youth Accounts).

For cash withdrawals at ATMs that do not dispense US Dollars, the limitations described in this schedule will be in US Dollar equivalents.

*i) Periodic Statements:* You will get a monthly account statement unless there are no Transactions in a particular month. In any case, you will get a statement at least annually.

*j) Receipts:* You can get a receipt for each Transaction to or from your account that was made at an ATM. You can get a receipt for each purchase of goods or services from your checking account that was made at a POS terminal. You can get the receipt for a Transaction processed as a Visa® Purchase when the Transaction is made. You agree that we will not return, with your account statement, the original, copy, or facsimile of any sales draft or cash withdrawal slip originated by you through the use of your Check Card.

*k) Preauthorized Deposit Verification:* 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 may or may not receive proof of the payment from the person or company making the payment. If such person or company normally gives you notice of payment, you will not receive any other notice from us. If the person or company does not give such notice, you can call us at the telephone number listed in the section of this EFT Agreement dealing with reporting a lost PIN/TAC or the number appearing on the periodic statement under "Direct Inquiries To" in order to find out whether or not the deposit was made. You may also review your transaction history in Online Banking to determine if the deposit was made.

*l) Stop Payments of Preauthorized Payments:* You may stop payments or transfers to persons or companies other than us. Payments to us are governed by the terms of the automatic payment authorization form and not this EFT Agreement.

If you have authorized us in advance to make regular payments out of your account to other persons or companies, you can stop any of these payments. You must call us at the telephone number listed in the section of this EFT Agreement dealing with reporting a lost PIN/TAC or write us at the address listed in that section in time for us to receive your request 3 business days or more before the payment is scheduled to be made. The charge for each stop payment order you give us is listed in our Schedule of Fees. If you wish to stop all future payments to another person or company, we will do so upon notice from you as provided in this section, but you must also revoke your authorization to that other person or company to take payments out of your account and you must send us a copy. If you do not give us a copy of your revocation notice within 14 days of your initial request to us, we may honor subsequent debits from the person or company against your account. 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.

*m) Notice of Varying Amount of Preauthorized Payments:* If preauthorized payments to persons or companies vary in amount, the person or company you are going to pay will tell you 10 days before each payment when it will be scheduled and how much it will be. You may choose instead with the person or company receiving the payment that you will get this notice only when the payment would differ by more than a certain amount from a previous payment, or when the amount would fall outside certain limits that you set.

*n) Information Updating Service and Authorizations:* If you have authorized a merchant to bill charges to your Card on a recurring basis, it is your responsibility to notify the merchant in the event your Card is replaced, your account information (such as Card number or expiration date) changes, or your account is closed. However, if your Card is replaced or your Account information changes, you authorize us, without obligation on our part, to provide the updated account information to the merchant in order to permit the merchant to bill recurring charges to your Card. You authorize us to apply such recurring charges to your Card until you notify us that you have revoked authorization for the charges to your Card.

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Your Card is automatically enrolled in an information updating service. Through this service, your updated account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated account information to a merchant, please contact us.

*o) Preauthorized Charges:* We may suspend preauthorized recurring charges with merchants if, for example, your Card is lost or stolen. You default, or we change your account for any reason. If preauthorized recurring charges are suspended, you are responsible for making direct payment for such charges until you contact the merchant to reinstate recurring charges.

*p) No Stop Payment on Card Transactions:* You do not have the right to stop payment on any sales draft or cash withdrawal slip originated by the use of your Card; the use of your Card to make purchases or obtain cash results in an immediate debit of funds against your account.

*q) Our Liability:* If we do not complete a Transaction to or from your account in time, or in the correct amount according to this EFT Agreement, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will NOT be liable for:

- If, through no fault of ours, you do not have enough money in your account to make the Transaction;
- If the Transaction would go over the credit limit on your overdraft line of credit;
- If the ATM where you are making the Transaction does not have enough cash;
- If the ATM, POS terminal or Automated Phone Service was not working properly and you knew about the breakdown when you started the Transaction;
- If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken;
- If you have not properly followed instructions for operation of the ATM, POS terminal or Automated Phone Service;
- If the funds in your account are subject to legal process or similar encumbrance;
- If the Transaction would exceed one of the established limits contained in this EFT Agreement or in Andrews Federal's Terms and Conditions disclosure or other account disclosures that have been provided to you.

*r) Account Information:* We will disclose information to third parties about your account or the Transactions that you make as follows:

- When it is necessary for completing Transactions;
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In the course of making reports or returns required by federal or state law, to comply with any government agency, court order, or applicable law and to our supervisory agency;
- As permitted by applicable state law, including the Maryland Confidential Financial Records Act;
- As permitted by federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act;
- As described in the Privacy Notice we give you from time to time;
- To our affiliates; and when you authorize us to do so.

*s) In Case of Errors or Questions about Your Electronic Transfers:* Telephone us at 301.702.5500 or 800.487.5500 or write to us at:

Andrews Federal Credit Union Attn:  
Card Support Services  
P.O. Box 4000  
Clinton, MD 20735-8000

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 60 days after we sent the FIRST statement on which the problem or error appeared.



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Tell us your name and account number, describe the error or the Transaction you are unsure about, and explain as clearly as you can why you need more information; Tell us the dollar amount of the suspected error. If you notify 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 we will promptly correct any errors. However, if we need more time, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will provisionally credit your account, for the disputed amount, within 10 business days after hearing from you so that you will have use of the money during the time that 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 choose not to provisionally credit your account. For errors involving new accounts, point-of-sale, 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 of completing our investigation. If we decide that there was no error, we will send you a written explanation. If provisional credit was given but no error was found, we will debit the provisional amount from your account or will otherwise hold you liable for repayment. You may ask for copies of the documents that we used in our investigation.

*t) Use of ATMs and Night Deposit Facilities:* When using ATMs, you should:

- Be aware of your surroundings when using an ATM, particularly during the hours of darkness;
- Be accompanied by another person when using an ATM during the hours of darkness;
- Review the machine before inserting or swiping your card to determine if it is in working order and to identify if any machine components (like the card swipe) have been tampered with;
- Refrain from displaying cash. Place cash in a pocket or purse as soon as the Transaction is completed, and count cash in the safety of a locked enclosure such as a car or home;
- Use another ATM or return at a later time if anything suspicious is noticed;
- Cancel a transaction, place the access device in a pocket, and leave if anything suspicious is noticed when using an ATM; and Immediately report all crimes to us or to the operator of the ATM and to local law enforcement officials.
- Similar precautions should be followed when using a night deposit facility.