

**PARK COMMUNITY FEDERAL CREDIT UNION**  
**ELECTRONIC FUNDS TRANSFER**  
**AGREEMENT & DISCLOSURE**  
Effective Date: October 13, 2011

This Electronic Funds Transfer Agreement and Disclosure is the contract which encompasses your rights and responsibilities, and those of Park Community Federal Credit Union (“the Credit Union”) related to the electronic funds transfer (EFT) services offered to you by the Credit Union. In this agreement, the words “you”, “your”, and “yours” refer to those who sign the application or account card as applicants, joint owners, or any authorized user. The words “we”, “us” or “our” refer to Park Community Federal Credit Union.

The term *electronic fund transfer* is defined as “any transfer initiated through an electronic terminal, telephone, computer, or magnetic tape to order, instruct, or authorize a financial institution to debit or credit a member account.” The term includes point of sale (POS) transactions, ATM debits/credits/transfers, ACH debits/credits, telephone transfers, Check Card transactions, electronic check conversions, electronic collection of returned item fees, bill payments made via telephone, PC, etc., multi-debit/credit information on mag-tape with composite paper check, and electronic payment of government benefits. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agrees to the terms and conditions of this agreement, as well as any amendments to it, for the EFT services offered.

### **EFT SERVICES**

If approved, you may utilize one or more of the EFT services offered by Park Community Federal Credit Union.

#### **1. ATM Cards**

If approved, you may use your ATM Card and PIN (Personal Identification Number) without surcharge in automated teller machines at Park Community Federal Credit Union or Republic Bank, or at any machine bearing the logo for Alliance One, Money Pass and InterCept. Other ATMs may be used. The location and allowable usage of the automated teller machines shall be determined by and may be changed by Park Community Federal Credit Union at any time without prior notice to the member. At the present time, you may use your ATM card to

- Make withdrawals from your share and share draft accounts.
- Make deposits to your share and share draft accounts at any ATM owned by the Credit Union that accepts deposits.
- Make deposits to your share and share draft accounts at any ATM that accepts foreign deposits.
- Transfer funds from your share and share draft accounts.
- Obtain balance information from your share and share draft accounts.

The following limitations on ATM card transactions may apply:

- Your first seven (7) foreign withdrawals are free. This does not include surcharges from non-Park CFCU ATMs.
- You may withdraw up to \$500 per day (\$200 when our network is off line) if there are sufficient funds in your account.
- Some of the listed services may not be available at all terminals.
- Deposit restrictions may apply to some accounts.

#### **2. Check Cards**

If approved, you may use your Check Card to purchase goods and services from participating merchants, which includes any business that accepts MasterCard as a form of payment. If you wish to pay for goods or services over the internet, you may be required to provide card number security information before you will be permitted to complete the transaction. Funds for your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection account or loan accounts that you have established with us. If you initiate a transaction that overdraws your account, you agree to make immediate payment to Park Community Federal Credit Union for any overdrafts, together with any service charges. In the event of repeated overdrafts, we may terminate all services under this Agreement. You may use your Check Card and PIN without surcharge in ATMs of Park Community Federal Credit Union or Republic Bank, or at any machine bearing the logo for Alliance One, Money Pass or InterCept. At the present time, you may use your Check Card to

- Make withdrawals from your share and share draft accounts.
- Make deposits to your share and share draft accounts at any ATM owned by the Credit Union that accepts deposits.
- Make deposits to your share and share draft accounts at any ATM that accepts foreign deposits.
- Transfer funds from your share and share draft accounts.
- Obtain balance information from your share and share draft accounts.
- Access your overdraft line-of-credit accounts.
- Make point-of-sale (POS) transactions and/or purchase goods or services in person or by mail, telephone or internet at participating merchants.

The following limitations on the frequency and amount of Check Card transactions may apply

- There is no limit on the number of transactions per day.
- Purchase amounts are limited to the funds available in your account, with a maximum of \$3,500 per day (\$500 when our network is off line).
- You may withdraw up to \$500 per day (\$200 when our network is off line) if there are sufficient funds available in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer any amount up to the available balance in your account.
- Some services may not be available at all terminals.
- Deposit restrictions may apply to some accounts.
- See “Transfer Limitations” for limits that might apply to these transactions.

#### **3. Online Banking**

Online Banking requires a separate user name and password. A temporary password will be assigned to you when you register for the service. You must use your user name and password to access your account(s). At the present time, you may use Online Banking to

- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Determine if a particular item has cleared your account.
- Transfer funds from your account to another member with signed authorization.
- View loan and savings rates.
- Apply for loans and accounts.
- Re-order checks.
- Edit your member profile.
- Register for eAlerts.
- Use the message board to communicate with the Credit Union.

Your accounts can be accessed on Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, exceed a credit limit, lower an account below the minimum required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. This service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access. The following limitations on the frequency and amount of Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawals request you may make in one (1) day.
- See “Transfer Limitations” for limits that might apply to these transactions.

#### **4. DIAL (Direct Information Access Line)**

DIAL requires that a separate personal identification number (PIN) be assigned to you. You must use your account number along with your PIN to access your accounts. Your accounts can be accessed on DIAL via a touch-tone telephone only. DIAL service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. At the present time, you may use DIAL to

- Obtain balance information for your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Make loan payments from your share and share draft accounts
- Determine if a particular item has cleared your account.
- Transfer funds from your account to another member (with signed authorization).
- Request a withdrawal check from savings.
- Verify deposits and withdrawals.

The following limitations on the frequency and amount of DIAL transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal request you may make in any one day.
- See “Transfer Limitations” for limits that might apply to these transactions.

#### **5. BillPay**

If approved, Bill Pay will allow you to pay bills 24 hours a day, 7 days a week, to vendors that you indicate. We will not process any bill payment transfer if the required transaction information is incomplete. *If there are insufficient funds available in your account being debited for the transaction; we may allow your account to become overdrawn and no additional payments will be processed until account is returned to a positive balance.* You must allow sufficient time for vendors to process your payment after they receive the transfer from us. Please allow as much time as if you were sending your payments by mail. We cannot guarantee the time any payment will be credited to your account by the vendor. The Credit Union is not liable for any service fees or late charges levied against you.

#### **6. Electronic Check Conversion/Electronic Returned Check Fees**

If you pay for purchases or bills with a share draft you may be authorizing a merchant to convert your share draft to an electronic funds transfer. You may also be authorizing those merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transactions after being informed (orally or by a notice

posted or sent to you) that the transfer may be processed electronically, or if you sign a written authorization.

#### **7. Preauthorized EFTs**

- **Direct Deposit.** Upon instructions of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, Park Community Federal Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or share draft account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and share draft accounts. See “Transfer Limitations” for limits that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others, you may stop payment on these preauthorized transfers from your account. You must notify us orally or in writing at least three (3) business days before the scheduled date of transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it was made.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to notify you at least ten (10) days before each payment. Such notification must include when the payment will be made and the amount of the payment. You may choose instead to receive this notice only when the payment would differ more than a certain amount from the previous payment, or when the amount would fall outside a certain limit that you would set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop the payment of a preauthorized transfer at least three (3) business days before the transfer is scheduled and we do not do so, we will be liable for your loss or damages. The Credit Union will not be held liable for a stopped payment ACH item that post to your account due to the alteration of data by the originator.

#### **8. Wire Transfers**

In general, we will accept wire transfer payment orders only if you have signed a Wire Transfer Agreement and an Authorization for Transfer Request Form, have sufficient available funds on deposit in the appropriate account to execute the payment order, and provide valid identification.

The credit union reserves the right to reject a payment order for any reason including, but not limited to: there are insufficient funds in the account from which the funds are to be transferred; the order is incomplete or unclear for any reason; or the account has been open for less than 90 days.

Any electronic funds transfer that we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to the provisions in the Funds/Wire Transfer Agreement, the provisions of the Uniform Commercial Code and Regulation J as enacted by the state where the home office of the Credit Union is located.

#### **9. Health Savings Account (HSA)**

We permit you (as described below) to access your HSA with an HSA Debit Card. This service is offered for the convenience of managing your HSA. However, electronically accessing your HSA can raise a variety of tax concerns. Therefore, before electronically accessing your HSA make sure you are using the correct card. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA comply with all applicable laws, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provide to you earlier. In the event of a conflict, the HSA Agreement controls. You understand that your HSA is to be used for payment of qualified medical expenses only. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA, nor are we responsible for ensuring your eligibility to contribute to an HSA, or for ensuring that withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA. Use and/or activation of your HSA Debit Card indicates your intention to abide by the Credit Union’s Terms and Conditions under this Agreement.

**ATM Transfers – types of transfers and dollar limitations:** You may not access your HSA account by ATM using your HSA Debit Card. A Personal Identification Number (PIN) will be issued for card activation purposes only.

**Types of HSA Debit Card Transactions:** You may access your HSA to purchase goods or pay for services either in person, online, or by phone, and to do anything that a participating merchant will accept as a signature-based transaction. Transactions will be limited to specific classes of merchants, such as doctors, hospitals, pharmacies, and drugstores.

#### **HSA Debit Card Transactions Dollar Limitations:**

- You may not exceed the amount available in your HSA.
- There is no limit on the number of transactions; however the dollar amount is limited to \$5,000 per business day.

- In the event of any communication error or other issue that affects the ability of merchants to obtain authorization for a transaction, such transactions will be declined.

#### Dial Banking/Online Banking

No HSA transactions are allowed through DIAL Banking or Online Banking. Only balance inquiries are permitted.

#### BillPay

If approved, Bill Pay will allow you to pay bills 24 hours a day, 7 days a week, to vendors that you indicate. We will not process any bill payment transfer if the required transaction information is incomplete. *If there are insufficient funds available in your account being debited for the transaction; we will not allow your account to become overdrawn and the requested payment will not be processed.* You must allow sufficient time for vendors to process your payment after they receive the transfer from us. Please allow as much time as if you were sending your payments by mail. We cannot guarantee the time any payment will be credited to your account by the vendor. The Credit Union is not liable for any service fees or late charges levied against you.

#### TRANSFER LIMITATIONS

No more than six (6) transfers or withdrawal per month are permitted from a savings or money market account to any other account owned by the same member at the Credit Union, or to a third party by means of preauthorized or automatic transfer or telephonic request. If you exceed these limitations, your account may be subject to a fee or be closed.

#### CONDITIONS OF EFT SERVICES

- Ownership of Plastic Cards.** Any card or other device that we supply to you is the property of the Credit Union and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be captured at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
- Honoring Plastic Cards.** Neither the Credit Union nor any merchant authorized to honor the card will be responsible for the failure or refusal to honor your card or any other device you supply to you.
- Foreign Transactions.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected from a range of rates available in wholesale currency markets for the applicable central processing date or the government-mandated rate in effect for the applicable central processing date. We will pass through any international service assessments (ISA) and/or fees. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- Security of Your Personal Identification Number (PIN).** You may use one or more PINs with your electronic funds transfers. The PIN is issued to you for security purposes. **ANY CODES ISSUED TO YOU ARE CONFIDENTIAL AND SHOULD NOT BE DISCLOSED TO THIRD PARTIES OR RECORDED ON OR WITH THE CARD.** You are responsible for the safekeeping of your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts at the Credit Union. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use a PIN may withdraw or transfer funds from any of your accounts. **If you fail to maintain the security of this PIN and the Credit Union suffers a loss, we may, at our discretion, terminate your EFT service immediately.**
- Joint Account.** If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and, jointly and severally, shall be responsible for all EFT transactions to or from any savings, share draft, or loan accounts as provided in this agreement. Each joint account owner, without consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint owner.
- Processing.** The Credit Union may find it necessary to temporarily suspend processing of a transaction for greater scrutiny that might result in delayed settlement and/or availability.

#### MEMBER LIABILITY

You are responsible for all EFT transactions that you authorize. If you permit someone else to use an EFT service, your card or your PIN, you are responsible for any transaction which they authorize or conduct on any of your accounts.

Tell us AT ONCE if you believe your check/ATM card/HSA debit card or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Telephoning is the best way to limit your potential losses.

If your statement shows transfers that you did not make, notify us immediately. If you do not inform us within 60 days after the statement was mailed to you, you may not recoup any of the money you lose after 60 days, if we can prove that we could have prevented the loss if you had told us within 60 days. If a valid reason kept you from notifying us (such as a long trip or a hospital stay), we may extend these time periods.

**ATM Transactions.** If you notify us within 2 business days after you learn of the loss or theft of your check/ATM card or PIN, you can lose no more than \$50 if someone used your Check/ATM card without your permission. If you do NOT notify us within 2 business days,

and we can prove that we could have prevented someone from using your check/ATM card without your permission if you had told us, you could lose as much as \$500.

If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, contact our Call Center at:

(502) 968-3681 or (800) 626-2870

or write to us at:

Park Community Federal Credit Union  
PO Box 18630  
Louisville, KY 40261-0630

**Additional Limit on Liability for HSA Debit Card:** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen HSA Debit Card.

#### FEES AND CHARGES

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction. (You may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

#### FEE SCHEDULE

ATM/Check/HSA Debit Card Fees & Charges	
ATM/Check/HSA Card Replacement Fee	\$5
ATM Card Monthly Fee with savings and share draft account	\$1/month
ATM Card Monthly Fee with savings account only	\$5/month Effective May 1, 2011 \$6/month
ATM/Check Card ATM Usage Fee (excludes Park CFCU ATMs)	\$1/transaction
ATM/Check Card ATM Usage Fee (excludes Park CFCU ATMs)	First 7 per month are free
Card Transaction Dispute Fee (member-authorized check card transactions only)	\$15
International Transaction Fee	Fee based on transaction amount
Checking Services	
Stop Payment Fee (Funds must be available in account to cover item)	\$15
NSF Stop Payment Fee (Item amount exceeds current available balance)	\$29
NSF Items (Includes returned checks, pre-authorized debits/ACH originations and ATM/Check Card overdrafts.)	\$29 each
Courtesy Overdraft Fee	\$29 each
Excessive Overdraft Transfer Fee	\$4/day
Excessive Overdraft Transfer Fee	First two days used each month are free
Miscellaneous Fees & Charges	
Returned Deposit	
Drawn on member's account at another financial institution	\$29
Drawn on third party's account	\$15
Foreign Deposit (Items drawn outside the United States)	\$12/item
Returned Foreign Deposit (Items drawn outside the United States)	\$25
Shared Branch Excessive Withdrawal/Cash Back	First 4 withdrawals (or cash back) per month are free.
Shared Branch Excessive Withdrawal/Cash Back	\$5/each
BillPay Services	
Stop Payment Fee	\$26
Check Copy Fee	\$4
Wire Transfer Services	
Incoming	\$5
Outgoing - Domestic	\$15
Outgoing - International	\$35

**BUSINESS DAYS** – Our business days are Monday through Friday, excluding holidays.

#### RIGHT TO RECEIVE DOCUMENTATION

- Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, Check card transactions, HSA debit card, audio response transactions, preauthorized EFTs, online/PC transactions, wire transfers, or bill payments that you make will be recorded on your periodic statement. You will receive a statement monthly, unless there are no transactions in a particular month. In any case, you will receive at least a quarterly statement unless you authorize us not to send you statements.
- Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.
- Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (502) 968-3681 or (800) 626-2870. This does not apply to transactions occurring outside the United States.

#### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make as follows:

- As necessary to complete transfers;
- In order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant;
- In the event we close your account due to a deficit balance or excessive overdrafts;
- In order to comply with a government agency or court order;
- If you give us written permission.

**CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your loss or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your account to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If the ATM where you are making the transfer has insufficient cash.
- If the ATM/system was not working properly and you knew about the problem when you began the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If funds in your account are subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- Any other exceptions as established by the Credit Union.

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (502) 968-3681 or 1-800-626-2870 or write to us at

Park Community Federal Credit Union  
P O Box 18630  
Louisville, KY 40261-0630

as soon as possible if you think your statement or receipt is incorrect, 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 send the first statement on which the problem or error appeared. If writing, please include the following information:

- Tell us your name and account number.
- 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.
- 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 day 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, 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 notify you of the results of our investigation within three business days of completing it. 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.

#### OVERDRAFTS

If your share draft account is a joint account and has overdraft protection from your regular savings account, the regular savings account must also be a joint account. The Check Card is not a credit card. If any withdrawal originated by the use of your Check Card results in the overdraft of your share draft account, you will be notified. You agree to make immediate payment to us for the amount of such overdrafts together with such service charge as set forth in the rules and regulations for your share draft account. If you have overdraft protection with us, you agree that any check, ATM or point-of-sale transaction which overdrafts your share draft account will be paid by you under the terms of the agreement previously disclosed.

We may offer a discretionary, non contractual means of paying your overdrafts. Unless we advise you otherwise, your card allows you to access overdraft protection on your share draft account subject to limits we have established. You agree to repay any overdraft on your share draft account. Unless stated on an ATM's screen, a sign near the ATM, and/or your transaction receipt, your stated account balance does not include this overdraft protection. You understand that even if you check your account balance immediately prior to using your card, items such as checks that you have written or recent credit/debits activities may not have been posted to your account. You may also, for example, have sufficient funds to use your card, but still cause an overdraft due to a check that had not yet been processed. If you wish to avoid an overdraft, you should reconcile your account by checking periodic statements and any outstanding unpaid items before using your card.

## **CLOSED ACCOUNTS**

You agree to pay us immediately for the amount of any transactions originated by the use of your Check Card which cannot be charged to your share draft account because it is closed or the funds are otherwise unavailable for withdrawal. In the event that you close your account, you also agree to immediately discontinue use of your card and return it to us.

## **OTHER**

**Legal Process:** You agree that we may debit your account for charges and costs related to the production of statements, items or other documents in connection with subpoenas, court orders, levies, garnishments or other instruments of legal process, including attorney's fees, to the extent not otherwise prohibited by law.

**Contractual Lien:** In addition to any lien we have as a matter of law, you grant us a contractual lien on any and all funds deposited or maintained in any account in which you have an interest to the extent of any loans made to you and any other obligation of yours which you owe to us, which lien secures repayment of any such loan or obligation to the extent not prohibited under the Federal Truth-in-Lending Act. You agree that, if any such account is a joint account, the entire amount in such account shall be subject to our lien and shall secure the indebtedness of each joint owner owing to us. You agree that we may exercise our lien and apply the entire amount in any such account against the indebtedness of any joint owner owing to us, notwithstanding the interest of any other joint owner in the account, and without notice. You agree to hold us harmless for expenses and costs, including attorney's fees, which we may incur in enforcing our right to exercise our lien against the indebtedness of any one or more joint owner, and you agree that we will not be liable for dishonoring checks or other items where the exercise of our lien or any right of offset which may exist results in there being insufficient funds in the account to honor such items. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness which you may owe to us whether as a borrower, co-maker, guarantor or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien shall not be construed to permit the modification of any claims we may have under 11 U.S.C. §1322(b) (2), and to the extent that this lien is so construed, it shall be void.

**Enforcement:** You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under, or to enforce, this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions.

## **MISCELLANEOUS TERMS**

- We have no liability or responsibility if, for any reason, your check card/HSA debit card is not honored by any merchant, company, financial institution, or any other business establishment.
- The agreements, rules and regulations governing your share draft and/or savings account and Check Card will continue to apply to any of your obligations to us and our responsibilities to you which are not covered by this agreement.
- We may rely upon the address appearing on your application for the Check Card/HSA debit card until we receive written notice of a change in such address from you.
- We may modify or amend this agreement, in whole or in part, upon reasonable written notice in compliance with federal laws and regulations.
- If any provision of the EFT Agreement and Disclosure Statement is declared invalid by any court of law or appropriate regulatory body, the remaining provisions of the said document shall not be affected thereby.
- The descriptive headings of the EFT Agreement and Disclosure Statement are for convenience only and shall not control or affect the meaning or construction of any of the provision hereof.
- This agreement will be governed by the laws of the Commonwealth of Kentucky.

## **DISCLOSURES REGARDING ELECTRONIC "WHOLESALE CREDIT" TRANSACTIONS SUBJECT TO UNIFORM COMMERCIAL CODE ARTICLE 4A**

### **Provisional Payment:**

Credit given by us to you with respect to an Automated Clearing House (ACH) 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 in 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.

### **Notice of Receipt of Entry:**

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transaction involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payment in the periodic statements we provide you.

### **Choice of Law:**

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Funds 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 Commonwealth of Kentucky, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

## **SAFETY TIPS FOR USING THE ATM**

The automatic teller machine (ATM) provides you with quick, convenient access to your account. By following these important safety tips, you can safely use an ATM whenever you need cash:

- Memorize your Personal Identification Number (PIN). **Do not write your PIN on your ATM card or leave it in your wallet.** Your ATM card can only be used with *your* PIN. If your ATM card is lost or stolen, it cannot be used unless the PIN is provided.
- Keep your PIN a secret. It is for your protection. Someone you trust today may not be trustworthy tomorrow. If you suspect unauthorized use of your card, notify your financial institution immediately.
- Keep your ATM card in a safe place. Protect it as you would cash or a credit card. If it is lost or stolen, notify your financial institution immediately.
- When using the ATM after dark, be sure you are in a well lighted area. If someone in the area looks suspicious, choose another ATM in a safer location.
- Have your transactions ready before going to the ATM. Fill out your deposit slip and place your checks or cash in an envelope and seal it before you arrive at the ATM location.
- Have your ATM card ready to insert into the machine before arriving at the ATM so you don't have to reach into your purse or wallet while standing in front of the ATM.
- Don't fall for "con" games. If anyone asks you to withdraw money for any reason, leave the area at once. Notify your financial institution as soon as possible.
- Stand between the ATM and people waiting to use the machine, so others can't see you enter your PIN and perform your transaction.
- Put your money and receipts away before leaving the ATM.
- Never give information about your ATM account to strangers or inquiries on the telephone. Communicate this information only to your financial institution – *in person*.