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ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

7/01/2026

This Agreement explains the rules which govern your electronic account services with the Credit Union. Please read this Agreement carefully and keep a copy in a safe and convenient place.

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: (1) summarize the rules applicable to common Transactions; (2) establish rules to govern Transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or Transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing an Application or your acceptance, use or continued use of any electronic account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, as amended from time to time.

Terms, Conditions and Limitations of Your Relationship with the Credit Union. The purpose of this Section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with the Credit Union, including without limitation loan, safe deposit and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this Section, the specific terms and conditions of the Subsection will govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in your Account Card(s), account receipts, addenda or schedules that accompany agreements and/or disclosures, statements and certificates; any other application or agreement we require; together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as "Agreement". This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. Transactions on your account may also be governed by agreements with third parties such as NACHA's (The National Automated Clearing House Association) Operating Rules, which agreements will also be binding upon you and the Credit Union. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

General Definitions. In this Agreement the words "**you**" or "**your(s)**" mean everyone that signs any Application or Agreement; or is authorized to make Transactions regarding your account(s) as provided herein or by governing law, including any account service(s). "**We,**" "**us,**" or "**our**" means the Credit Union

"Access Device" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services.

"Authorized User" means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your access devices, that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If you fail to maintain the security of these access devices or codes and the Credit Union suffers a loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

“Transaction or transaction” means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

Inappropriate Transactions. You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers’ Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union’s control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

1. **Types Of Electronic Funds Transactions / Available Networks or Systems.** The Electronic Funds Transactions we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.
 - a. **Debit/ATM Card.** The Credit Union may issue to you an Debit/ATM card and Personal Identification Number ("PIN") to be used to make transactions. You can use your card at the Credit Union's ATMs to:
 - i. Withdraw cash from the account(s) designated in your Membership Application ("Application").
 - ii. Check the balances in the account(s) designated in your Application (this is called an "inquiry");
 - iii. Transfer funds between the account(s) designated in your Application; and
 - iv. Make deposits at designated ATMs that we own or part of a participating network
 - v. If we approve your Application for a VISA® Debit Card, or other electronic Access Device, you may use your Card/Access Device to purchase goods and services at point of sale (POS) terminals designated by the Credit Union and anywhere participating merchants honor your Card/Access Device. Transactions hereunder will be covered by funds deducted from your primary share draft account. Subject to the limitations in the Fee Schedule, you may pay for goods and services (or make certain other transfers if the merchant is a financial institution) at applicable terminals up to the available balance in your designated checking account and any available funds under your applicable overdraft service, overdraft line-of-credit, and cause that account to be debited for the amount of those purchases. Your available balance in that account may be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account for the amount of the purchase or other transactions will be released and your account debited for that amount. **NOTE:** Cards designated as ATM only may not be used at POS or other non-ATM terminals.
 - b. **Preauthorized Transfer Services.** You can authorize the following transactions without the use of an access device issued by the Credit Union: (1) **Payments:** You can make payments on your loans with the Credit Union directly from your primary share or primary checking accounts; (2) **Within Credit Union Transfers:** You can arrange to transfer funds between your primary share and primary checking accounts. By separate application, you can arrange to transfer funds from your accounts to the account(s) of other members; (3) **Direct Deposits and Payments:** You can authorize persons or companies to make direct deposits or withdrawals to or from your share or checking accounts for payroll, pension, social security and other types of deposits or payments. You may give other persons or companies written or oral permission to transfer payments from your Credit Union accounts through “ACH” or other electronic means. Such agreements or arrangements are solely between you and the other person or company. The Credit Union shall have no responsibility or liability to you for any such transactions. Thus, you should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to

others hereunder applies to all “ACH” or other electronic transactions, whether evidenced by any type or writing or converted to a written instrument by the other person (and/or their agents). All such transactions are deemed to be authorized by you.

- c. **Telephone Transactions – 12/24 Phone Bank.** If we approve 12/24 Phone Bank access service for your accounts, you may access your accounts through audio response with an Access Code. You must use your Access Device and account number to access your accounts. You may use 12/24 Phone Bank service to:
 - i. Withdraw funds from your share and share draft accounts.
 - ii. Transfer funds from your share, share draft, and money market accounts.
 - iii. Obtain balance information for your share, share draft, loan, IRA, money market, club, and certificate accounts.
 - iv. Make loan payments from your share, share draft, and money market accounts.
 - v. Access your Overdraft LOC and Home Equity LOC account.
 - vi. Determine if a particular item has cleared.
 - vii. Verify the last date and amount of your payroll deposit.
 - viii. Transfer to another HNCU member's account.

- d. **Electronic check conversion (“E-Check”) - types of transfers** – Your check or information you convey to a third party can result in an electronic funds transfer. This can happen in several ways. For example:
 - i. You can purchase goods or pay for services and other bills; and authorize a merchant or service provider to convert your check into an electronic funds transfer.
 - ii. At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the check is returned for insufficient funds and/or other fees. Paying such a fee electronically is an electronic funds transfer.
 - iii. Your authorization to make these types of electronic funds transfers may be expressed in writing, implied through the posting of a sign or your participation in the initiation of the processing of the transaction. This can also happen when you provide information from your check or an account to another by telephone, Internet or otherwise, who then converts the information given to an electronic transaction, ACH or otherwise.
 - iv. You agree that any such transaction is subject to all applicable terms and conditions set forth in this Membership Agreement.

- e. **Horizons Online and Mobile Banking** - If we approve the Online or Mobile Services, you may access your accounts through a personal computer (PC) or mobile device and you will be required to use secure login information to access the account(s). You may use these services to:
 - i. Change your access code.
 - ii. Obtain account information related to any of your savings and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
 - iii. Make transfers to or from your Prime Share, Deposit, Transaction, Money Manager Checking, Money Manager Savings or such accounts you have authorized in writing prior to such transfer request.
 - iv. Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
 - v. Withdraw funds from savings, checking and line of credit accounts by check made payable to you and mailed to you at your mailing address.
 - vi. Make loan payments from any savings or checking account to any loan account of yours (except mortgage loans).
 - vii. Issue third-party payable checks and initiate transfers under Bill Payment Service.
 - viii. Deposit checks remotely via Mobile Banking, also known as Remote Deposit Capture.
 - ix. **HNCUpay.** Through your online and mobile banking access you are able to initiate transactions to pay other people. This service requires you to authorize usage of your debit card to initiate transactions. When you initiate a transaction, you are responsible for ensuring that all information provided for the recipient is correct. The Credit Union is not liable for transactions that you initiate when you enter incorrect information and is delivered to an incorrect recipient.

- f. **Insufficient Funds Transactions:** If your Account balance is insufficient to cover any transaction(s), we may treat these transactions as insufficient funds transactions; or as overdraft requests if you have an approved overdraft protection plan with us. The Credit Union reserves the right to refuse any transaction if you do not have an approved overdraft protection agreement with us, which decision shall be in the Credit Union's sole discretion.
- g. **Electronic Processing and Transactions:** Due to the processing systems for electronic transactions used in the United States and by us, a payment or other transaction may be effective / posted before we are open for business on the date scheduled for the payment or other transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment / transaction at least one business day prior to the date scheduled. If a payment is due on a Saturday, Sunday, or Federal holiday, the payment will occur on the first business day after the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time.

2. **General Rules for Using Your Access Devices.** You acknowledge and agree to the following:

- a. Your Access Devices are for personal use only. You agree not to allow another person to use your Access Devices.
- b. You agree not to reveal your PIN/Password(s) to another person and WILL NOT write your PIN/Password(s) on any Access Device. You are responsible for all Transactions made by you or anyone else who uses your Access Devices with your knowledge and consent. You are also responsible for unauthorized use of your Access Devices to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Devices is responsible for all Transactions they make and for all Transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible for maintaining your Access Devices with maximum security.
- c. You authorize the Credit Union to debit/credit your accounts for all Transactions as if each Transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any Transaction, fee or service charge that results from the use or misuse of your Access Devices.
- d. You acknowledge that your Access Devices remains the Credit Union's property and agree to surrender your Access Devices to the Credit Union or its agent upon demand or through retrieval by any other method.
- e. You agree to use caution when using any ATM or other electronic terminal or device to complete any Transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a Transaction or other visit to any ATM or other electronic terminal location. You or any user assume the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.
- f. An Access Device may be issued to any member or joint owner of legal age when qualified under the rules, regulations, and by-laws of the Credit Union. Only one Access Device may be issued to each member or joint owner.
- g. If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Fee Schedule. You agree to pay the Credit Union the fee in effect at the time for all copies that you request from us.
- h. The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.

- i. The Credit Union reserves the right to add or remove ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
 - j. You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.
 - k. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
 - l. The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.
 - m. The Credit Union cannot stop payment on any point-of-sale Transaction.
 - n. **Additional Charges for Transactions in a Foreign Currency and “Cross-Border” Transactions.**
Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. **Cross-Border Transaction Fee:** In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, “cross-border transaction” shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.
 - o. You agree that by acceptance or use of an Access Device, or other Electronic Funds Transfer Services the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.
 - p. You will not obtain any Access Device(s) to make transactions on your accounts with us that is not issued or approved by us.
 - q. Merchants and others who honor the Debit Card or related Access Device(s) may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.
 - r. You understand that you must keep your share and share draft checking account open in order for your applicable electronic services to remain valid. You agree to return all Access Devices if you close your account(s), or upon our request.
3. **Making ATM Transactions.** Your PIN will allow you to identify yourself when making an ATM transaction. The presentation of your ATM card together with the input of your PIN constitutes your authorization to the Credit Union to make transactions. You agree to follow all instructions for use of ATMs accessible by your ATM card. Difficulties or complaints concerning the use or condition of any ATM should be reported directly to the Credit Union. Security or safety measures should be reported directly to the owner of any ATM not owned by the Credit Union.
4. **Termination and Amendment.** The Credit Union reserves the right at any time to terminate your right to make Transactions and to retrieve or ask for the immediate return of any Access Device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the

Credit Union's share account records. It is the obligation of each member to provide new addresses to the Credit Union.

5. **Access Device Revocation.** Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:
 - a. Overdrafts occur as a result of insufficient or uncollected funds on an account.
 - b. Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
 - c. Loan, VISA® or other delinquency with the Credit Union.
 - d. Forced closure of a share or share draft account at the Credit Union due to misuse.
 - e. Special balance requirements, if any, are not maintained by you.
 - f. Any other situation in which the Credit Union deems revocation to be in its best interest.
6. **Transaction Fees.** You are allowed to initiate transactions at any terminal, ATM or other access means owned by the Credit Union or any PLUS, Star and CO-OP networks. You may be charged certain transaction and other fees as set forth in the Fee Schedule, which will be automatically debited from your share or checking account(s). The Credit Union reserves the right to establish and maintain transaction fees and charges, which may be modified from time to time.

Note: Owners of non-Credit Union ATMs may charge fees in addition to any fees disclosed in the Fee Schedule. These fees are generally called a "surcharge." This is not a fee charged by your Credit Union; however, any such fee will be paid from your account(s).

7. **Service Limitations, Limitation on Frequency and Dollar Amounts of Transactions.**

GENERAL LIMITATIONS GOVERNING THE AMOUNT AND NUMBER OF TRANSACTIONS ARE SET FORTH AT THE END OF THIS SECTION. IN ADDITION, THE FOLLOWING LIMITATIONS ALSO GOVERN YOUR USE OF THESE SERVICES:

- a. **General Limitations Applicable Accounts.** For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any statement period. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the Automated Clearing House (ACH). There is no limit on the number of transactions you may make in the following manner: (1) transfers to any loan account with the Credit Union; (2) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.
- b. Further, we may reduce the limit for "point-of-sale" transactions during any interruption in the electronic connection between the Credit Union and the retail outlet. Further, we may at any time limit or reduce the number or dollar amount of transactions when we, in our sole discretion, deem it in the best interest of the Credit Union.
- c. **Card / Access Device Acceptance.** We do not promise everyone will honor your Card or other Access Device, and we have no obligation to you if anyone refuses to accept your Card/Access Device. We are not liable if any merchant, bank, financial institution or other party refuses to honor your Card/Access Device or otherwise fails to provide any services made available to you by Credit Union.

- d. **ATM Transactions.** Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.
- e. **12/24 Phone Bank (Audio Response).** Your accounts can be accessed under audio response via a touch-tone telephone only. Not all push-button telephones are touch-tone. Converters may be purchased for pulse and rotary dial telephones. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. Unless otherwise specified in the Fee Schedule, there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, **with the exception of the limitations on transfers from savings accounts, as explained above.**
- f. **Horizons Online and Mobile Banking.** You may make transactions at any time seven (7) days per week. There may be some down time for periodic maintenance. You may make fund transfers to your accounts or other accounts you authorize as often as you like, however, there certain limitations on transfers from savings accounts, as discussed herein and above. You may transfer up to the balance in your accounts at the time of the transfer, unless otherwise provided in the Fee Schedule or limited under other agreements. Our Funds Availability Policy may limit the availability of funds transferred through Horizons Online and Mobile Banking. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.
- g. **Bill Pay Service (Telephone, Horizons Online and Mobile Banking).** You may make bill payment transactions subject to the limitations in the Fee Schedule. The Credit Union will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. When we are unable to transfer funds we will issue a draft from your account in lieu of a transfer We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cutoff time on the date you schedule for payment. Delivery time is set by the bill payment system. When you enter the delivery by date, the system will automatically select a send on date based on typical delivery times. This date is determined by the requested transaction being processed electronically or by check. Electronic transactions take a minimum of three (3) business days for processing. Paper checks take a minimum of five (5) business days for processing and mail delivery. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may in our discretion do so pursuant to any applicable overdraft agreements. You must allow sufficient time for vendors to process your payment after receipt from the Credit Union. Please allow at least a seven (7) day lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge.

THE CREDIT UNION MAY SET OTHER LIMITS ON THE AMOUNT OF ANY TRANSACTION(S), AND YOU WILL BE NOTIFIED OF THOSE LIMITS.

Electronic Funds Transfer Services: Limitations, Fees, and other Important Information

Service	Limitations
ATM	<ul style="list-style-type: none"> • Per Day - 3 withdrawals, \$1,000 • Per Transaction -\$300
Visa Debit	<ul style="list-style-type: none"> • Per Day - \$2,500 • Per Transaction - \$2,500
Bill Pay	<ul style="list-style-type: none"> • Per Day – \$3,000 • Per Transaction - \$1,500
Remote Deposit Capture	<ul style="list-style-type: none"> • Per Day – \$4,000 • Per Transaction - \$2,000

- 8. Canceling a Bill Payment Transaction.** You may cancel or edit your scheduled bill payment through Horizons Online or Mobile Banking. Your changes must be completed and submitted before the Cut-Off time for processing your scheduled payment. If you do not complete your changes on time, your payment will be processed as originally scheduled.
- 9. Preauthorized Transactions – Your Stop Payment Rights:** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. This means that the preauthorized payment and future preauthorized payments to the payee you identify may be paid by us from your account(s) after the 14th day.

E-Check: When any party converts any check, using the information on the paper via any means to send an electronic message to us, such message is an order by you to immediately take the money from your account. You cannot stop payment of an E-Check transaction, because it is already done.

Other transactions hereunder are considered contemporaneous. Therefore, You have no right and we have no obligation to stop or to attempt to stop any other transactions.

10. Right to Documentation.

- a. Terminal Transactions. You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal.
- b. Direct Deposits. If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call or write us at the telephone number or address listed in this Agreement to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.
- c. Periodic Statements. Transfers and withdrawals transacted through an ATM or POS terminal, Telephone, Horizons Online and Mobile Banking or debit card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

- 11. Notice When Amount of Preauthorized Payment(s) Vary.** If you preauthorize the Credit Union to make payments to persons or companies other than the Credit Union that vary in amount, then the person or company you are going to pay has the obligation to notify you ten (10) days before each such payment is due and how much it will be. (When required, you must fill out an appropriate agreement with the Credit Union authorizing such payments, the terms of which are incorporated herein). You may choose instead to get this notice only when the payment differs by more than a certain amount from the previous payment, or the amount falls outside certain limits that you set.

- 12. Liability For Failure to Make a Transaction.** If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- a. You do not have enough money in your account to make the transaction through no fault of ours.
- b. The transaction goes over the credit limit on your overdraft line.
- c. The terminal where you were making the transaction does not have enough cash.
- d. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.

- e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
 - f. You have not properly followed instructions for operation of the ATM or system.
 - g. The funds in your account are subject to legal process or other similar encumbrance.
 - h. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
 - i. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.
13. **Information Disclosure.** We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.
14. **Business Day Disclosure.** Our business days are Monday through Friday 9:00 a.m. to 5:00 p.m., excluding holidays. Our Night Depository is opened at 9:00 a.m. daily. Deposits made after 9:00 a.m. or on a day we are not open will be processed on the next business day we are open.
15. **In Case of Errors or Questions About Transactions.** In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed at the end of this disclosure, as soon as you can. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or VISA Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:
- a. Tell us your name and account number.
 - b. Describe the transfer you are unsure about, and include to the extent possible, the type, date and explain as clearly as you can why you believe it is an error or why you need more information.
 - c. Tell us the dollar amount of the suspected error.
 - d. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days, at the address listed in this Agreement and Disclosure.
 - e. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred.
 - f. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final).
 - g. For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

Special Rules for Provisional Credit for Visa® Debit Card Transactions

If you believe a Visa® Debit Card Transaction was unauthorized, we will recredit your account within five 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 in writing, we need not recredit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

16. **Your Liability for Unauthorized Transaction.** Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device, you are responsible for any transactions they authorize or conduct on any of your accounts.

Special Notice to VISA Debit Cardholders. If there is an unauthorized use of your VISA Debit Card or an Internet transaction, and the transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at:

303-451-1146
1-888-297-3416 (lost/stolen)
Fax: 303-450-7422

Horizons North Credit Union
13559 Huron Street
Westminster, CO 80234
www.hncu.org

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.

If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

17. **Reporting A Lost Card, Access Device, PIN, or Tellerline PIN.**

- a. If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union or write us at the telephone number or address listed in this Agreement. If you recover your Card/Access Device after you have notified us, DO NOT USE IT.