

## **Electronic Funds Transfer Disclosure Federal Regulation E**

We offer as a part of our services the electronic transfer of money. The purpose of this Disclosure Statement is to make you aware of your rights and responsibilities and with regards to your use of our Electronic Funds Transfer Services.

### **Services Offered**

If you authorize us to electronically accept deposits or honor withdrawals, we will provide such service.

*Deposits.* You can arrange to have certain recurring payments automatically deposited to your account. Examples of the service include direct deposit of Social Security payments, other government payments and the direct deposit or an allotment of your wages or salary.

*Withdrawals.* You can arrange to have certain recurring withdrawals automatically paid from your account.

*Transfers.* You can arrange to have transfer funds and make payment between your accounts at our credit union by using a touch-tone telephone and personal identification number or personal computer, user ID and password.

*Electronic Draft Conversion.* A transfer via ACH where member has provided a draft (check) to enable the merchant or other payee to capture the routing, account and serial numbers to initiate the transfer. A payment made by a bill payer under bill payment service available to a member via computer or other electronic means.

When you provide a check as payment, you authorize us to use information from you check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. You authorize us to collect a fee (see our fee schedule) through an electronic fund transfer from you account if your payment is returned unpaid.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make or we receive your payment.

### **1. Member Liability**

If you report within sixty (60) days of the transmittal of your statement any unauthorized transfers that appear on the statement, your liability will not exceed whichever is less, \$50.00 or the amount of unauthorized transfer that appear on the statement or that occurred during the sixty (60) day period plus...the amount of unauthorized transfers that occur after the sixty (60) days and before you notify us, if you 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 notifying us we will extend the time periods.

### **2. How to Notify Us**

If you believe that someone has transferred or may transfer money from your account without your permission, call: (910) 488-3515 #224 or write:

**Bragg Mutual Federal Credit Union**  
2917 Village Drive  
Fayetteville, NC 28304

### 3. Business Days

Our business days are Monday through Friday, (09:30 a.m. to 5:00 p.m.) Holidays are not included.

### 4. Types of Automatic Transfers

- You may have deposits made to your Master Share Account (allotments) or Share Draft Checking Account (net pay)
- You may have payments made from your Share Draft Checking Account

### 5. Charges For Transfers

There are no service charges for these services at the present time, however we reserve the right to impose a service charge in the future. Notification of a service charge will be given in advance.

### 6. Documentation of Transfers

*Preauthorized Credits.* If you have arranged to have direct deposits or allotments made to your account(s) at least every 60 days from the same person or company, you can call us to find out whether or not the deposit has been made.

*Periodic Statements.* You will receive a monthly statement of your Share Draft Checking Account. You will receive a quarterly statement if you do not have a Share Draft Account and only have an allotment coming into your Master Share Account.

### 7. Stop Payments and Notice of Varying Amounts

*Rights to stop payment and procedure for doing so.* If you have told us in advance to make regular payments out of your account, you can stop any of these payments. You must be able to provide the name of the company and the exact dollar amount.

Call or write us in time for us to receive the request three business days or more before the payment is scheduled to be made. If you call, we will require you put your request in writing and get it to us within 14 business days after you call. We will charge your account our nominal fee for each stop payment order you give according to our current fee schedule.

*Notice of varying amounts.* If these regular payments may vary in amount, the person or company should notify you 10 days before each payment when it will be made and how much it will be.

### 8. Liability for Failure to Stop Payment

If you order us to stop one of these payments three business days or more before the Transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### 9. Account Information Disclosure

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

- Where it is necessary for completing transfers or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant or
- In order to comply with government agency or court orders or
- If you give us your written permission.

#### **10. 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 will be liable for your losses or damages. However, there are some exceptions where we will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If circumstance beyond our control, such as fire or flood, prevent the transfer, deposit reasonable precautions that we have taken.
- You have given us the wrong dollar amount and/or company