

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 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 services.

*Deposits.* You can arrange to have certain recurring payments automatically deposited to your account. Examples of this 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 transfer funds and make payments between your accounts at our credit union by using a touch-tone telephone and personal identification number or a personal computer, user ID and password.

*Electronic Draft Conversions.* A transfer via ACH where a 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 a bill payment service available to a member via computer or other electronic means.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic 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 funds transfer from your account is 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When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make or we receive your payment.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 the unauthorized transfers that appear on the statement or that occur 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) 222-1500**

or write:

**Bragg Mutual Federal Credit Union**

2917 Village Drive

Fayetteville, NC 28304

### 3. Business Days

Our business days are Monday through Thursday (9:00 a.m. to 5:00 p.m.) and Friday (9:00 a.m. to 6:00 p.m.) Holidays are not included.

### 4. Types of Automatic Transfers

- You may have deposits made to your Master Share Account (allotments) or your 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 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 the allotment coming into your Master Share Account.

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

*Right 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 to 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 circumstances beyond our control, such as fire or flood, prevent the transfer, despite reasonable precautions that we have taken.
- You have given us the wrong dollar amount and/or company.

There may be other exceptions state in our agreement with you.

## 11. Notice Regarding ATM Fees by Others

If you use an automatic teller machine, you may be charged a fee by the operator of the machine and/or by an automatic transfer network.

## Change in Terms

We may change the terms of this agreement governing electronic fund transfers by giving you written notice of the change at least 21 days prior to the effective date of the change. However, if the change is made for security purposes, we can make a change without giving you prior notice.

## Error – Resolution Notice

*In Case of Errors or Questions About Your Electronic Transfers*

Telephone or write us immediately, at the phone number or address shown elsewhere in this disclosure, if you think your statement or receipt is wrong 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 sent the FIRST statement on which the problem or error appeared.

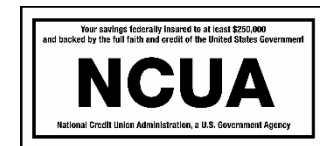
- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results within 3 business days after we complete our investigation. 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.

# BRAGG MUTUAL FEDERAL CREDIT UNION

MAIN OFFICE  
2917 VILLAGE DRIVE  
FAYETTEVILLE, NC 28304  
(910) 222-1500



# ELECTRONIC FUNDS TRANSFER DISCLOSURE

FEDERAL REGULATION E