

## Electronic Funds Transfer Agreement and Disclosure (Regulation E)

This Electronic Funds Transfer Agreement is the contract that covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Zing Credit Union (Credit Union). In this Agreement, the words “you” and “yours” mean those who sign the Membership Application as owners, joint owners or any authorized users. The words “we”, “us”, or “our” mean the Credit Union. The word “account” means any one or more share, savings, or checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money as described below.

By signing a Membership Application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

You authorize us to disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that we, or our affiliates, have obtained about your accounts and the transfers you make electronically for the following reasons:

- To comply with laws, government agency rules or orders, subpoenas, or other legal process or to give information to any government agency or official having legal authority to request such information
- To verify your account's existence and condition for a third party, such as a credit bureau or merchant
- When necessary to complete any type of transfers and any type of bill payments
- To provide services relating to your account or to offer other products and services
- If you give your permission

For additional information on how we may share your information, please visit [www.myzing.com/privacy-policy](http://www.myzing.com/privacy-policy).

- 1. EFT Services.** If approved, you may conduct any one or more of the EFT services offered by the Credit Union.
  - a. Share and Savings ATM Card.** If approved, you may use your Card and Personal Identification Number (PIN) in the Automatic Teller Machines (ATMs) of the Credit Union, CO-OP, STAR Networks, and such other machines or facilities as the Credit Union may designate.
    - 1) You may use your Card and PIN to:**
      - Make deposits to your share and savings accounts.
      - Withdraw funds from your share and savings accounts.
      - Transfer funds between your share and savings accounts.
      - Obtain balance information for your share and savings accounts.
    - 2) The following limitations on the frequency and amount of ATM transactions may apply:**
      - There is no limit on the number of cash withdrawals you may make in any one day.
      - You may transfer up to your available balance in your accounts at the time of the transfer.
      - You may withdraw up to \$510.00 per day from an ATM.
      - Not all ATMs are deposit-taking ATMs. Not all ATMS take cash or check deposits.
      - To find a surcharge-free ATM, use the ATM locator found at [www.myzing.com](http://www.myzing.com).
  - b. Debit Card.** You may use your Card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide the card number security information before you will be permitted to complete the transaction.

You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law. Funds to cover your Card purchase will be deducted from your checking account. If the funds in your account are 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 accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union, if applicable by law. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

You may use your Card and PIN in the Automatic Teller Machines (ATMs) of the Credit Union, CO-OP, STAR Networks, and such other machines or facilities as the Credit Union may designate.

- 1) You may use your Card and PIN to:**
  - Make deposits to your share, savings, and checking accounts.
  - Withdraw funds from your share, savings, and checking accounts.
  - Transfer funds between your share, savings, and checking account.
  - Obtain balance information for your share, savings, and checking accounts.
  - Receive cash advances on your checking's overdraft line of credit (OLOC).

- Make POS (Point-of-Sale) transactions with your PIN to purchase goods or services at merchants that accept transactions routed through various PIN networks.
  - Make signature-based transactions routed through Visa®
  - Order goods or services by mail, internet or telephone from places that accept Visa®
- 2) The following limitations on the frequency and amount of Debit Card transactions may apply:
- There is no limit on the number of Debit Card purchases you may make per day.
  - There is a limit of \$2,000 for ATM or POS transactions each day, and a \$15,000 limit on signature transactions each day.
  - Purchase amounts are limited to the amount in your account.
  - There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine.
  - There is no limit on the number of Point of Sale (POS) transactions you may make in one day.
  - You may withdraw up to \$510.00 per day from an ATM.
- c. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for something with a check you may authorize your check to be converted to an electronic funds transfer. You may also authorize merchants to electronically debit your account for return check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- d. Home Banking. At the present time, you may use Online Banking, Mobile Banking, and Voice Banking to:
- Transfer funds between accounts
  - Initiate requests for checks, stop payments or re-order checks
  - Obtain balance information
  - Make loan payments
  - Deposit checks
  - Pay bills via Bill Payer (Online and Mobile Banking)
  - Complete transfers to or from external accounts (Online and Mobile Banking)
  - Write a secure message to the Credit Union (Online and Mobile Banking)
  - Turn off Debit or Credit Cards temporarily (Online and Mobile Banking)
- We reserve the right to refuse any transaction for which sufficient funds are not available, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may refuse to honor any transaction for which you do not have sufficient available verified funds. There may be limits on the amounts that may be transferred. Online, mobile, and voice banking all require a password and may require multi-factor authentication.
- e. ACH Program and Telephone Transfers. You may preauthorize withdrawals from or deposits to your accounts with the Credit Union.

**2. Conditions of EFT Services.** “Access device” means a card, code, or other means of access to a member’s account, or any combination thereof, that may be used by the member to initiate electronic fund transfers.

- a. Ownership of Cards. Any Card or other access device which we supply to you is our property 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 repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
- b. Honoring the Card. Neither the Credit Union nor the merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- c. Foreign Transactions. For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be: (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, you will be charged 1.00% of the final settlement amount. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.
- d. Security of Access Codes and PINs. You may use one or more access codes with your EFTs. The access codes issued to you are for your 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 safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, 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 an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

- e. Joint Accounts. 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 alone and together, shall be responsible for all EFT transactions to or from any share, savings, checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized 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 account owner.

### **3. Fees and Charges**

- a. There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Rate and Fee Schedule. A copy was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.
- b. 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 also be charged a fee for a balance inquiry even if you do not complete the funds transfer. The fee(s) will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

### **4. Member Liability**

- a. You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, passwords, or other means of identification. We reserve the right to block access to the services to maintain or restore security to Online Banking and our systems if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). You will bear the liability or the risk of any error or loss of data, information, transactions or other losses that may be due to the failure of your computer system or third-party communications provider on which you may rely.

However, tell us AT ONCE if you believe your card and/or access code has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your permission. Telephoning us is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your Card and/or access code, you will not be liable.

- b. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could be liable for up to \$500 or more.
- c. Additional Limit on Liability for Visa 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 Visa Debit Card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by Visa, or to commercial cards.
- d. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 calendar days after the statement was mailed to you, you may not get back any money you lost after the 60 calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- e. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.
- f. If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 303-573-1170 or write to: Zing Credit Union, 1075 Acoma Street, Denver, CO 80204.

### **5. Credit Union Liability.**

- a. 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 losses or damages proximately caused by our error. However, there are some exceptions; we will not be liable, for instance:
- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer, or if any of the funds in your accounts necessary to the transactions are held as uncollected funds pursuant to our Funds Availability Policy,
  - 2) If you have an overdraft line and the transfer would go over the credit limit.
  - 3) If you used your Card or access code in an incorrect manner.
  - 4) If the ATM where you are making the transfer does not have enough cash.
  - 5) If the terminal or system was not working properly and you knew about the breakdown when you started the

transaction.

- 6) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 7) If the money in your account is subject to legal process or other claim.
- 8) If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- 9) If the error was caused by a system of any participating ATM network.
- 10) If the transfer is not completed because of willful or negligent use of your Card, access code or any EFT facility for making such transfers.
- 11) If the telephone or computer equipment you use to conduct audio response or electronic communications is not working properly and you know or should have known about the breakdown when you started the transaction.
- 12) If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- 13) Any other exceptions as established by the Credit Union.

## **6. Preauthorized ACH Payments.**

- a. 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. Here is how. Call or write us at the telephone number 303-573-1170 or the address Zing Credit Union, 1075 Acoma St. Denver, CO 80204 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call. We may charge a fee for each stop payment order you give, as set forth on the Rate and Fee Schedule.
- b. Notice of Varying Amounts - If these regular payments may vary in amount, then the person or entity you are going to pay will tell you 10 calendar days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- c. Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

**7. Right to Receive Documentation.** You will receive or have the option to receive a receipt at ATMs and merchant locations each time you make a transaction. However, for certain small dollar transactions at merchant locations, you may not receive a receipt.

- a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal or Debit Card transactions, voice banking, preauthorized EFTs, electronic/PC transactions, or bill payments 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 a statement at least quarterly. Refer to the Rate and Fee Schedule for information regarding paper statement fees.
- b. Terminal Receipt. You will get a receipt at the time you make any transaction (except balance inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant. If you initiate an ATM transfer that is not completed, a receipt will not be issued.
- c. Preauthorized Credits and Direct Deposit. If you have arranged to have direct deposits made to your account at least once every 60 days from the same source, you can check online or mobile banking, voice banking, or call us at (303) 573-1170 or 1-877-293-6328 to find out whether or not the deposit has been made. This does not apply to transactions occurring outside the United States.

**8. Business Days.** Our business days are Monday through Friday from 9:00 am to 5:00 pm, Mountain Time, excluding Federal holidays.

**9. Error Resolution Notice.** In case of errors or questions about your electronic transfers, or if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, call us at 303-573-1170 or write us at Zing Credit Union, 1075 Acoma Street, Denver, CO 80204 or use the contact information on your statement as soon as you can. We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name, address, telephone number, member/account number, and card number for a disputed transaction involving a card.
- b. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error. If you need more information, describe the item you are unsure about.



- c. Tell us the dollar amount and date of the suspected error.
- d. Include your signature.
- e. 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 after we hear from you and promptly correct any error. If we need more time, however, we may take up to 90 calendar days to investigate your complaint or question.
- f. 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. We will tell you the results within three business days after completing our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.
- g. In case of errors or questions about your transaction write or call us at:  
Zing Credit Union  
1075 Acoma Street  
Denver, CO 80204  
(303) 573-1170
- h. If you discover that your card has been lost or stolen after business hours please call:  
Visa Credit Card: (800) 847-2911 or (800) 453-4270  
Visa Debit Card: (303) 573-1170 or (800) 754-4128  
ATM Access Card: (303) 573-1170 or (800) 754-4128

**10. Error Resolution Rules for Visa® Debit Card.** If you need more information, or think your statement or receipt is wrong, or you have a merchant dispute or possible Card fraud, write to Zing Credit Union at: ATTN: Card Services, 1075 Acoma Street, Denver, CO 80204 on a separate sheet or fax to 303-626-0754 as soon as possible. Include the information listed above in 9-Error Resolution Notice a through d. Zing Credit Union must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You may telephone Zing Credit Union at 303-573-1170 or 1-877-293-6328, but doing so will not preserve your rights, and we may ask for your request in writing.

**Special Rules for Provisional Credit for Visa® Debit Card Transactions.** If you believe a Visa® Debit Card Transaction was unauthorized, we will re-credit 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 re-credit your account, or we may reverse any credit previously made to your account, until we have received your written statement. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account.

**11. Notices.** All written notices from us will be effective as indicated in the notice or as required by law or regulation. In all other cases, it is considered effective when the notice is sent electronically or to your last known address in the Credit Union's records. Notice to any account owner is considered notice to all account owners. Notices from you will be effective when received by the Credit Union.

**12. Notice of ATM/Night Deposit Facility User Precautions.** As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- a. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- b. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- c. Compare your records with the account statements you receive.
- d. Don't lend your ATM card to anyone.
- e. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- f. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- g. Prevent others from seeing you enter your PIN by using your body to shield their view.
- h. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- i. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and

- walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- j. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
  - k. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
  - l. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
  - m. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
  - n. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

**13. Termination of EFT Services.** You agree that we may terminate your use of any EFT services if you, or any authorized user of an account or PIN, breach any terms of the M&AA, or if we have reason to believe that there has been an unauthorized use of a card, account or identification.

You or any other party to the account can terminate your use of any EFT service by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of EFT services will not affect the rights and responsibilities of the parties under the M&AA for transaction initiated before termination.