

**REGULATION E GENERAL DISCLOSURE
STATEMENT AND ELECTRONIC FUND
TRANSFER (E.F.T.) CARD HOLDER
AND ACCOUNT AGREEMENT**

Dear Member,

This document includes a General Disclosure Statement and an Electronic Fund Transfer ("EFT") Cardholder and Account Agreement. We are providing you with the General Disclosure Statement in the event that you subscribe to electronic banking services or you apply for a Kent Hospital Credit Union 24-Hour Automatic Teller Machine (ATM) Card & MasterMoney Debit Card, with services such as obtaining money from, or transferring money between, your account(s). In this agreement the words, "you" and "your" refer to the person named on the application for the services involved. The words, "we", "us", and "our" refer to Kent Hospital Credit Union. The EFT Cardholder and Account Agreement explains the services available to you and, together with the General Disclosure Statement, set forth your rights and responsibilities in connection with the use of the Card and Services. These constitute a legally binding contract, and by choosing a personal identification Number (PIN) or using the card or requesting Electronic Banking Services, you agree to comply with their terms.

I. GENERAL DISCLOSURE STATEMENT

In addition to any other agreement applicable to such services, the following terms and conditions govern these services and are being provided to you in accordance with federal and state law.

- 1. Unauthorized Transfers and Advisability of Prompt Reporting**
 - (a) Prompt Reporting.** Tell us AT ONCE 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. Telephoning is the best way of keeping your losses down: (you should confirm your call in writing).
Call: (401) 737-7010 ext. 31337 or write:
Kent Hospital Credit Union
455 Toll Gate Road
Warwick, RI 02886
Attention: EFT Department
 - (b) Your Liability for losses is as follows:**
 - (1)** If you notify us within two (2) Business Days after you learn of loss or theft of the Card or PIN, or unauthorized transfer, and we can prove that we could have stopped someone from using the Card or PIN without your permission, you may be liable for as much as \$500.00. 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 you lost after the sixty (60) days if we 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 telling us, we will extend the time periods.
- 2. Address and Telephone Number**

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call at once:

(401) 737-7010 ext. 31337 or write:

Kent Hospital Credit Union
455 Toll Gate Rd.
Warwick, RI 02886

Attention: EFT Department

If you telephone you should confirm in writing.

- 3. Our Business Days**

Our business days are Monday through Friday, excluding holidays
- 4. You May Use Your Card To**
 - (a)** withdraw cash from your checking and statement savings account.
 - (b)** transfer funds between your checking and statement savings account.
 - (c)** check the balance in your checking and statement savings account.
Some of these services may not be available at all terminals or with all cards.
 - (1) Limitations on Dollar Amounts You May Transfer.** The limits on the dollar amounts you may transfer differ depending on which terminals you use. At some terminals you may transfer up to \$500.00 and at others, \$100.00 each day. Except, for security reasons, these limits may be reduced to \$50.00.
 - (2) Limitations on Transactions**

At terminals you may use your Card to withdraw funds on any one Business Day up to a specified amount that will be established by the Credit Union (your "Parameter Amount"). On days which are not Business Days (such as weekends or holidays) your Parameter Amount may be withdrawn during the period beginning 4:00 p.m. on the day before the weekend or holiday begins and extending until 4:00 p.m. on the day after the weekend or holiday ends. You may not use your Card for a transaction that would cause the outstanding balance of any accounts to be less than zero or for obtaining any amounts in excess of your Parameter Amount. Nor may the Card be used to transfer money to or from accounts which do not have or which are not "designated accounts". We shall not be required to complete any transactions, but, if we do, you agree to pay any excess amount of any improperly withdrawn or transferred amount immediately upon request from us. We may impose additional restrictions or limitations on the use of the Card when we believe they are necessary to safeguard the Card against misuse.
- 5. Fees**

We reserve the right to impose and vary existing fees for all our Electronic Fund Transfer services in the amounts indicated on the accompanying fee schedule as amended from time to time.
- 6. Documentation of Transfers**
 - (a) Terminal Transfers.**

You will get a receipt at the time you make any transfer to or from your account using any Electronic Banking Terminal which may be incorporated within our system.
 - (b) PreAuthorized Credits.**

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same third party (such as a company or government agency) and the third party does not tell you that the deposit has been sent, you can call us at the following number to find out whether the deposit has been made:
 - 1.)** For direct deposit inquiries to your savings or checking account, call (401)737-7010 ext. 31337
 - (c) Periodic Statement**

You will receive a monthly statement concerning activity on your account or accounts designated for your Kent Hospital Credit Union 24-Hour ATM transactions.

(d) Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

7. Your Ability To Stop Payment

UNLESS OTHERWISE PROVIDED IN THIS DOCUMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS: THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

8. Our Liability if We Fail to Make Certain Transfers

Our liability if we fail to complete electronic transfers is governed by federal and state law. The following is a summary of that law and is provided for your information. It is not intended to affect our or your rights under the law. If we do not complete a transfer to or from your accounts on time or in the correct amount according to the agreement applicable to such transfers when you have properly instructed us to do so, we will be liable to you for damages which you prove are directly caused by our action. However, there are some exceptions to our liability. We will not be liable, for instance:

- (a) if, through no fault of ours, you do not have enough money in your account to make the transfer;
- (b) if we are legally restricted from transferring the funds in your account;
- (c) if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken;
- (d) if the Electronic Terminal where you are making the transfer does not have enough cash;
- (e) if the Electronic Terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- (f) if the EFT Cardholder Agreement has been terminated; or
- (g) There may be other exceptions.

9. When We May Disclose Information To Third Parties Concerning Your Accounts.

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization or agency except:

- (a) For certain disclosures necessary for the completion of a transfer;
- (b) For verification of the condition and existence of your account for a third party such as a credit bureau.
- (c) To persons authorized by law in the course of their official duties;
- (d) To our employees, auditors, service providers, attorneys or collection agents in the course of their duties;
- (e) Pursuant to a court order or lawful subpoena;
- (f) By your written authorization.

10. In Case of Errors or Questions About Your Electronic Transfer

Telephone us at: (401)737-7010 ext. 31337

Monday through Friday (excluding Holidays) between 9:00 a.m. and 4:00 p.m.

or write to us at:

Kent Hospital Credit Union
455 Toll Gate Rd.
Warwick, RI 02886
Attention: EFT Department

promptly 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and account number
- (b) Describe the error or the transfer you think is incorrect, and clearly explain why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error. If you notify us orally, we have the right to require you to send us your complaint in writing within ten (10)

business days following the date you notified us.

We will report to you the results of our investigation within ten (10) business days following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint. If we decide to use more time to investigate your complaint, we will recredit your account for the amount you think is an 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 and we do not receive it within ten (10) calendar days following your oral notification, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation.

11. Notices

Notices sent by us shall be effective when mailed to your last address that appears in our records. Except as otherwise provided in this Disclosure Statement or by applicable law, notices from you to us must be in writing and will be effective when received by us.

12. Governing Law; Conflict with Applicable Law

The above provisions will be construed in accordance with Federal Law and the laws of the State of Rhode Island. In the event of any conflict between these provisions and any applicable law or regulation, these provisions shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.

13. Amendments

We may amend the above terms and conditions at any time. We will give you written notice at least thirty (30) days before the amendment becomes effective if the amendment will result in increased costs or liability to you or stricter limitations on the transfers you make. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice, but, in such event we will give you notice within 30 days if such change shall become permanent.

If you are unwilling to accept such changes, you have the right to terminate your EFT cardholder and account agreement by giving us written notice, in which event, you will be responsible for payment of all balances owed and obligations under the terms in effect prior to such changes.

II. ELECTRONIC FUND TRANSFER "EFT" CARDHOLDER AND ACCOUNT AGREEMENT

Any access device, or the account number on the device, including Kent Hospital Credit Union 24-Hour Automatic Teller Machine (ATM) Card, MasterMoney Debit Card or any other card or device (hereinafter referred to as the "Card") is issued by Kent Hospital Credit Union (Credit Union) in conjunction with your checking and statement savings accounts (Designated Account(s)) with the Credit Union.

You, (Cardholder) appoint each of the individuals named on the Card or account applications as your attorney in fact to perform all transactions, including electronic fund transfers, relating to your designated account(s). Each of your appointees shall remain your attorney in fact until you request and receive a written Certificate of Termination from the Credit Union.

You authorize the Credit Union to investigate, receive and exchange credit information. In consideration of the electronic fund transfer services made available to you through the use of the Card, or otherwise, you agree to be bound by the EFT Cardholder and Account agreement.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THE FOLLOWING:

- (a) General Disclosure Statement
- (b) EFT Cardholder and Account Agreement ("Agreement")
- (c) Funds Availability Schedule

1. Electronic Banking Services

(a) Use of the Card.

The card cannot be used until it is activated. The Card and PIN are provided for your use and you agree to retain them and not permit other persons to learn your PIN. Since your Card cannot be used without your PIN, the PIN should not be written on the Card or kept with the card. **PROTECT YOURSELF: NEVER GIVE YOUR PIN TO ANYONE NOT EVEN TO A CREDIT UNION EMPLOYEE.** This card can be used to accomplish transactions involving only the accounts designated by you to us; namely, one checking account and one statement savings account. Both accounts will be referred to in this Agreement as "designated account (s)". Only your designated account (s) may be accessed through the network of Terminals.

You may use your Card and PIN at participating Electronic Terminals to:

- (1) make withdrawals from your designated account(s);
- (2) make transfers between your designated account(s);
- (3) make inquiries as to the available balance in your designated account(s);
- (4) conduct other transactions as we add services and features.

We will notify you when such services are available.

We will charge you for each transaction you make using your Card. The charge per transaction is indicated on the Supplemental Fee Schedule as issued by the Credit Union and amended from time to time.

2. Authorization

You authorize us to charge your designated account(s) for money disbursed and to credit your designated account(s) for deposit received (when available and when allowed under applicable banking regulations) in connection with transactions involving the use of the Card.

3. Overdrafts will be charged the normal Credit Union fee as shown on the fee schedule.

4. Limitations on Transactions

At terminals where permitted, you may use your Card to withdraw funds on any one Business Day up to a specified amount that will be established by the Credit Union.

5. Maintenance of Accounts

As long as this Agreement remains in effect, you agree to maintain at least one of your designated accounts. Should all of your designated accounts close, your Card privileges will be cancelled, and we may retain your Card if you attempt to use it. Your designated accounts shall continue to be governed by your other agreements with us concerning those accounts and by our Rules and Regulations concerning those accounts to the extent that such agreements are not consistent with this agreement.

6. Joint Accounts

You appoint each of the individuals named on the Card or Account Application as your attorney in fact to perform all transactions, including electronic fund transfers, relating to your designated account(s). Each of your appointees shall remain your attorney in fact until you request and receive a written Certificate of Termination from the Credit Union.

All joint owners on a designated account shall be bound by this Agreement and shall be responsible for all transactions to or from any designated account as provided in the Agreement.

7. Ownership of Card

This Card is not transferrable and remains our property. You agree to return the Card to us immediately upon our demand. For your own protection the Terminals are programmed to retain Cards in certain circumstances.

8. Replacement of Lost or Stolen Cards

If your Card is lost, stolen or destroyed and you ask us to issue you a replacement Card, you agree to pay us a fee for such replacement Card as specified on the Fee Schedule. We may charge this amount to your designated statement savings or checking account.

9. Collection Expenses

If we have to sue you or take other actions to collect amounts you owe us under this agreement, you will pay our reasonable expenses, including attorneys fees, to the extent permitted by applicable law.

10. Terminating This Agreement

You can terminate this Agreement at any time by notifying us in writing and no longer using your Card and PIN. We can terminate this Agreement at any time without notice to you. If this Agreement is terminated, we shall no longer be obligated to complete transactions involving your use of the Card. Termination of this Agreement will not affect your obligations under this Agreement or for any transactions covered by this Agreement even if those transactions are completed AFTER the termination date.

11. Changes to this Agreement

We retain the right to change this Agreement at any time. If a change will impose greater costs on you, increase your liability under this Agreement or limit the types or frequency of transactions which may be accomplished by using the Card and PIN, we will mail you a notice of such change at least thirty (30) days before it becomes effective. We do not have to notify you in advance if an immediate change is necessary for security reasons, but, in such event, we will give you notice within thirty (30) days if such changes become permanent.

12. Notices

You will immediately notify us in writing of any address change. Notices sent by us shall be effective when mailed to you at your last address that appears in our records. Except as otherwise provided in this Agreement or by applicable law, notices from you to us must be in writing and will be effective when received by us.

13. Governing Law, Conflict with Applicable Law

This Agreement will be construed in accordance with the laws of the State of Rhode Island. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, the provisions of this Agreement shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.

