

#### P/C Access Disclosure

This disclosure and agreement applies to transactions initiated by using My Credit Union P/C Access Service. KEEP IT FOR YOUR RECORDS! It is part of the account agreement with the credit union.

#### **Available Services**

You may use this service anytime 24 hours a day, 7 days a week, 365 days a year to access your account(s). Service includes:

- 1. Make inquiries on your account balances and loan balances.
- 2. Make Savings, Checking, Tax/Escrow, Christmas Club, Vacation Club, Term Share, Loan history inquiries.
- 3. If you have funds available, you may make transfers within your account.
- 4. Verify interest and dividend payments for tax purposes.

Note "Checking" includes the Regular Checking, NOW Checking, and Ultra Checking

# Limitations on transfers from your Savings Account using P/C Access.

Government regulations restrict the number of preauthorized and telephone transfers (including transfers by way of data transmission) from your Savings Account to no more than six (6) per month. Transfers made through P/C Access are included when computing the permissible number of monthly transfers made. However, you are not prohibited from making transfers to make payments on your loans with us. If you exceed the number of transfers permitted, your account may be subject to closure. Please refer to your Truth-In-Savings Disclosure for more information concerning transaction limitations.

### **Your Personal Identification Number (PIN)**

If the credit union approves your application for P/C Access, you cannot access your account without keying your account number and PIN. KEEP YOUR PIN SECRET! DO NOT GIVE IT TO ANYONE! YOU ARE RESPONSIBLE FOR IT! This will help you avoid unauthorized use of your accounts. All other terms governing the procedure for liability for unauthorized use will follow the Electronic Funds Transfer (EFT) Service Agreement and Disclosure Statement.

#### **Fees**

There are no fees directly associated with using P/C Access. However, the accounts you access may be subject to fees for certain transactions, which are performed through P/C Access. These fees will be deducted from your account at the end of the month. Any long distance measured service, toll charges or internet-related expenses incurred when dialing to access the service will be your sole responsibility. Your separate credit union fee schedule is incorporated by reference.

### **Liability for Unauthorized Transactions**

If you believe that your PIN has been lost or stolen, or that someone has used it or may use it to transfer money from your account without permission, you MUST tell the credit union at once. Telephoning is the best way to limit your possible losses. You MUST follow up oral notices in writing. Your failure to report unauthorized use promptly can result in the loss of all of the money in your accounts. If you tell the credit union within 2-business day, you can lose no more than \$50 if someone used your PIN without your permission. If you do not tell the credit union within 2-business days after you learn of the loss, or theft of your PIN, and the credit union can prove the credit union could have prevented someone from using your PIN, without your permission,

you could lose as much as \$500. If your statement indicates transactions that you did not make, notify the credit union at once. If you do not report the loss within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if the credit union can prove that the credit union could have rectified the loss had you notified the credit union in time. If a good reason, such as an extended hospital stay, kept you from notifying the credit union in time, the time period may be extended.

#### **Error Resolution Disclosure**

In case of errors or questions about your electronic transfers, call (682) 207-3886 or write to:

My Credit Union 13016 Highway 287 Haslet, TX 76052

We must hear from you no later than sixty (60) days after we send the first statement on which the problem or error appeared.

- 1. Tell us your name and account number
- 2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or questions in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (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 ten (10) business days, we may not re-credit your account. If the transaction you believe to be in error occurred at a point-of-sale terminal, then we may take up to twenty (20) days to investigate your claim. If we need more time, we may take up to ninety (90) days. If we decide to do this, we will re-credit the account in question within twenty (20) days of receiving your inquiry with the amount you think is in error.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### **Disclosure of Business Days**

Our business days are Monday through Friday, 9:00 am to 4:30 pm. Holidays are not included.

## **Disclosure of Information to Third Parties**

The credit union may disclose information to third parties about your account or your transactions only when one of the following conditions exist:

- When it is necessary to complete transactions you have requested to be made.
- In order to verify the existence and status of your account(s) for a third party, such as a credit bureau.
- When ordered to do so by a government agency or court.
- If you give the credit union your written permission.

# **Liability for Failure to Make Transfers**

If the Credit Union does not complete a transfer to or from your account on time or in the correct amount according to My Credit Union's agreement with you, the credit union will be liable for your losses or damages. However, there are some exceptions. My Credit Union will NOT be liable, for example:

- If, through no fault of the credit union's, your account does not contain enough money to complete the transaction.
- If the money in your account is subject to legal process or other claims.
- If circumstances beyond the credit union's control (such as, but not limited to, fire, flood, electrical failure or malfunction of our central data processing facility) prevents the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid these circumstances
- The services, your equipment or any communications link is not working properly and you know or have been advised by the credit union about the malfunction before you execute the transaction.
- If there are other exceptions established by the credit union and you have notice of the exceptions.
- If transactions occur by other means such as checks clearing or ATM withdrawals before your Internet transaction is posted on the next business day.

In addition, you understand and agree that temporary interruptions of the service may occur as normal events in the provision of the service. My Credit Union agrees to exercise reasonable care to prevent such occurrences; however, under no circumstances will My Credit Union be held liable for any financial losses or other damages due to such interruptions.

### **Hold Harmless**

You agree to indemnify and hold My Credit Union harmless from any cost or damage which it sustains as a result of carrying out your written instructions in a reasonable manner.

### **Termination and Cancellation**

My Credit Union can terminate the service at any time without notice:

- If you breach the terms of this P/C Access Disclosure and Agreement.
- If the credit union believes there may be unauthorized use of your accounts.
- If there are conflicting claims to funds in your accounts.
- If the credit union has been ordered to do so by a government agency or court.
- If you ask the credit union to do so.
- In the event of any other termination that may take place on advanced notice to you as required by law.
- PC access with no activity for the last 180 days will be deactivated.

Upon termination of the service you agree that any service charges incurred for the month in which termination takes place will be forfeited.

#### **Other Terms**

- All Internet transactions are posted on the next open business day. For immediate transfer credit use the telephone Access Line or call your nearest credit union office.
- All deposits are subject to My Credit Union's Availability of Funds Policy, incorporated by reference.
- You are responsible for attempting to withdraw funds when you do not have sufficient
  funds available in your accounts. If your use of any EFT service results in an overdraft in
  your account, you agree to reimburse the credit union for the amount and any related
  fees immediately. If you do not do so, you agree to pay any cost the credit union may
  incur to collect what you owe the credit union, including reasonable attorney fees and
  court costs.
- Any required and appropriate notices may be issued to you at your last address known to the credit union.
- The credit union will give you 30 days advance notice of any changes in terms that will
  adversely affect you. This agreement is subject to change without notice to conform with
  Rules and Regulations, as set forth by governmental bodies, regulatory agencies and
  the Credit Union's Account Agreement.
- No printed receipts will be issue for P/C Access transactions. You will receive a record of it through your monthly statement.
- You agree that you are responsible for any errors, failures or malfunctions with an
  Internet service provider or your computer. My Credit Union will not be responsible for
  any maintenance or repair of your computer or for any errors, which you commit in
  connection with the operation of any software system.
- You will not use My Credit Union's name, or anything that in My Credit Union's opinion implies use of My Credit Union's opinion implies use of My Credit Union's identity, in any written or oral advertising, brochure, newsletter, book or other written material of whatever nature, or in presentation without our written consent.

Crowley	Euless
301 E Main St	1014 N Industrial Blvd
Crowley, TX 76036	Euless, TX 76039
(817) 921-9093	(817) 283-8023
Fax (817) 924-4025	Fax (817) 267-1634
Canton	Mineola
408 E Hwy 243	415 W Broad
Canton, TX 75103	Mineola, TX 75773
(903) 567-5981	(903) 569-0303
Fax (903) 567-5983	Fax (903) 569-0325
Haslet	Outside DFW Area
13016 Highway 287	(800) 283-6928
Haslet, TX 76052	www.mycutx.com
(682) 207-3886	
ADMINISTRATIVE OFFICE	
13016 Highway 287	
Haslet, TX 76052	