

# **ELECTRONIC FUND TRANSFERS**

## YOUR RIGHTS & RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. <u>You should keep this notice for future reference</u>.

#### **DIRECT DEPOSITS**

You may make arrangements for certain direct deposits to be accepted into your Share Draft or Share Savings account (s).

#### **PRE-AUTHORIZED WITHDRAWALS**

You may make arrangements to pay certain recurring bills from your Share Draft or Share Savings account (s).

#### **CHARGES FOR ELECTRONIC FUND TRANSFERS**

We do not charge for direct deposits to any type of account.

We do not charge for pre-authorized withdrawals from any type of account. Except as indicated elsewhere, we do not charge for electronic fund transfers.

### **RIGHT TO DOCUMENTATION**

#### Direct Deposit

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (575) 461-0433 Press 3 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits, you will get a quarterly statement.

#### Periodic Statements

You will get a monthly account statement from us for your Share Draft (checking) accounts. You will get a quarterly account statement from us for your Share Savings accounts, if the only possible electronic transfers to or from the account are pre-authorized deposits.

### **STOP PAYMENT PROCEDURES & NOTICES 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. Here is how:

Call or write us at the telephone or address listed in this brochure in time for us to receive your request three (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 fourteen (14) days after you call.

We will charge you **\$25.00** for each stop payment order you give.

#### **Notice of Varying Amounts**

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 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).

### Liability for Failure to Stop Payment of Pre-Authorized Transfer

If you order us to stop one of these payments three (3) business day or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

# **OUR LIABILITY**

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. 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 the transfer would go over the credit line on your overdraft limit.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- There may be other expectations stated in our agreement with you.

# DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

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

# **UNAUTHORIZED TRANSFERS**

If your statement shows transfers that you did not make, tell us at once.

If you do not tell within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 period.

If you believe that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

### **ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can, 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 tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 40 days

(90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) to investigate your complaint or question.

If we decide to do this we will re-credit your account within 10 business days (20 business days if the transfer involved a point-of-sale or a foreign initiated transfer) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not re-credit 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. You may ask for copies of the documents that we used in our investigation.