

you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your authority. Calling us immediately is the best way of keeping your potential losses to a minimum. You risk losing all of the money in your account, plus your maximum overdraft line of credit. If a transaction was made with your Card or Card number without your permission, and was either a MasterCard or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account, your card and/or your PIN. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows:

If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your Card without your permission had you told us, you could lose 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 lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time.

If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us IMMEDIATELY at 214-630-0611.

6. Right to Receive Documentation

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions, 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 is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal or Debit Card transaction with a participating merchant.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 214-630-0611 or go to www.mmcu.com. This does not apply to transactions occurring outside the United States.

7. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide you with the requested services.
- To comply with government agency or court orders; or
- If you give us your written permission.

8. Business Days. Our business days are Monday through Friday, excluding holidays.

9. Credit Union Liability and Preauthorized Payments.

Credit Union 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. However, we will not be liable for direct or consequential damages in the following events: If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or

- If the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner. If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, and we are unable to complete a payment because you have not provided us with the correct information, you did not obtain confirmation at the time you initiated the payment, or the merchant mishandles or delays handling the payment sent by us.
- Any other exceptions as established.

10. Preauthorized Payments.

a. Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made by the Credit Union.

b. Notice of Varying Amounts. If these regular payments vary in amount, the person you are going to pay is required to tell you ten (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.

c. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

d. Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later.
- If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or code on your debit card.
- Report all crimes to law enforcement officials immediately.

11. Billing Errors.

In case of errors or questions about electronic funds transfers

from your share draft accounts, call us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at:

214-630-0611
FAX: 214-688-7042

Or write to
Metro Medical Credit Union
8828 Stemmons Fwy
Suite #113
Dallas, TX 75247

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made 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 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 forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit 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 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 credit your account.

We will tell you the results within three (3) business days of completing 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.

*If you give notice of an error within thirty (30) days after you make the first deposit to your new account, we will have twenty (20) business days instead of ten (10) business days.

**If you give notice of an error within thirty (30) days after you make the first deposit to your new account, notice of an error involving a point-of-sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

NOTE: If the error you assert is an unauthorized MasterCard Debit Card transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. Termination of EFT Services. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping the use of your card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

13. Governing Law. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Texas and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the country in which the Credit Union is located.

14. Enforcement. You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions.

ELECTRONIC ACCESS

Electronic Funds Transfer Agreement and Disclosure

METRO MEDICAL CREDIT UNION



Easy Access

Metro Medical Credit Union offers a number of ways you can access your accounts without having to come into a branch. When you need cash, use our MasterCard® debit/ATM card at over 700 surcharge-free Allpoint ATM machines and associated networks in the DFW area, and over 32,000 machines nationwide!

Online banking is a great way to view your balances and transfer money. Our members can go to www.mmcu.com and do this:

- View account balances
- Find out when a loan payment is due
- Transfer funds between accounts
- It's FREE!

MARTIN is MMCU's telephone response system and allows members to access their account information from a touch-tone phone, 24 hours per day. This is a completely FREE service! With MARTIN, you can:

- Check account balances
- Transfer funds
- Reorder checks
- Place a stop payment
- Order check copies
- Make loan payments
- And, once again, it's FREE!

What's more, you can pay all your bills online with **PayIt**, MMCU's online bill payment system. Take care of your payments in the privacy and comfort of your own home, whenever you want. *(Note: there is a small monthly fee for this service)*

When you complete the attached form and return it to us, we will enroll you in the services you select and get you started managing your money in the most convenient ways!

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer ("ETF") services offered to you by Metro Medical Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share savings and share draft/checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an 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.

1. EFT Services. If approved, you may conduct any online service, or more of the EFT services offered by the Credit Union.

a. MasterCard 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 card member 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 purchases will be deducted from your share draft checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will 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 charge(s) to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Allpoint, Pulse, and Cirrus Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Withdraw funds from your share savings or share draft checking accounts.
- Transfer funds from your share savings or share draft checking accounts.
- Obtain balance information for your share savings or share draft checking accounts.
- Access your Debit Card Line of Credit account.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept MasterCard Debit Cards.
- Order goods or services by mail, telephone or Internet from merchants that accept MasterCard.

The following limitations on the frequency and amount of MasterCard Debit Card transactions may apply:

- You may make fifteen (15) debit purchases per 24-hour period.
- Purchase amounts are limited to the amount in your account, for a total of \$1,000 per 24-hour period.
- You may make nine (9) cash withdrawals from an ATM machine in any one 24-hour period, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

b. MARTIN (Audio Response). If we approve the MARTIN audio response access service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN along with your account number to access your accounts. Currently you may use the audio response access service to:

- Transfer funds from your share savings or share draft checking accounts.
- Obtain balance information for your share savings or share draft checking accounts.
- Make loan payments from your share savings or share draft checking accounts.
- Determine if a particular check or debit has cleared.
- Verify the last date and amount of your payroll deposit.
- Order one (1) box of checks.
- Place a stop payment on a particular check.
- Order a copy of a particular check.

Your accounts can be accessed with the MARTIN audio response service with a touchtone telephone only. MARTIN service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the durations of each telephone call.

c. Preauthorized EFTs.

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share savings or share draft checking account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share savings or share draft checking account.
- See Section 2 for transfer limitations that may apply to these transactions.

d. Electronic Check Conversion/Electronic Returned Check Fees. If you pay using a check or share draft, you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned 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.

e. Virtual Branch/Home Banking. If we approve the Home Banking service for your accounts, a separate Security Code will be assigned to you. You must use your Security Code along with your account number to access your accounts. At the present time, you may use the Virtual Branch/Home Banking access service to:

- Transfer funds from your share savings or share draft checking accounts.
- Obtain balance information for your share savings or share draft checking.

Your accounts can be accessed under the Virtual Branch/Home Banking electronic access service via personal computer. Virtual Branch/Home Banking service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, 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 set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. This service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- There is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one day.
- See Section 2 for transfer limitations that may apply to these transactions.

f. Virtual Branch/Home Banking PayIt (Online Bill Payments). We will process your payment and/or transfer to eligible merchants as you authorize and for whom you have provided us with complete and correct information. Payment of taxes or court-directed payments via the service is prohibited. We will withdraw the designated funds by an EFT transaction from your share draft checking account for bill payment transfers after the designated cut-off time on the date you schedule for payment. We will process your bill payment within a designated number of days after the date you scheduled your payment. You must allow enough time for vendors to process your payment after they receive

a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor, merchant or creditor.

- There is no limit on the number of bill payments per day.
- The Credit Union may set limits on the amount of any transaction and you will be notified of those limits.

2. Transfer Limitations. For all share savings accounts, no more than six (6) preauthorized, automatic or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

3. Conditions of EFT Services.

a. Ownership of Cards. Any Card or other 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 we nor 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. MasterCard Debit Card purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance plus an additional 1%. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

d. Security of Access Code. You may use only one access code with your electronic funds transfers. The access code issued to you is for your security. Any code issued to you is confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access code. 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 code, 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 and, alone and together, shall be responsible for all EFT transactions to or from any share draft checking, share savings, 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 by every other joint account owner 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 owner.

4. Fees and Charges. There are certain fees and charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you as required by applicable law. If you use an ATM not owned by Metro Medical Credit Union, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry). The fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry. For a complete listing of current fees, please refer to the Rate and Fee schedule.

5. Member Liability. You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your access code,