

## 11. Limitations On Dollar Amounts

For security reasons there are limits on the amount you may withdraw using your Visa Health Savings Debit Card at ATMs.

- There is a maximum withdrawal limit of \$500.00 per day at ATMs (\$300.00 per day if off-line.)
- Visa Health Savings Debit Card transactions with merchants are limited to the balance in your Health Savings checking account.
- In connection with other regional and national ATM networks, withdrawal limits and frequency limits are set by the networks and/or ATM owners.

## 12. Electronic Funds Transfers Governed by the Uniform Commercial Code Article 4A

For any electronic funds transfers that are governed by UCC Article 4A:

### a. Provisional Payment Disclosure

Credit given by us to you with respect to an automated clearing house (ACH) credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

### b. Notice of Receipt

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

### c. Choice of Law Disclosure

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York.

## 13. Charges For Transactions

- You will be charged for certain ATM transactions as disclosed in Reliant's share account disclosure.
- A fee may be imposed on your account by an ATM operator if you initiate a transaction from an ATM that is not operated by Reliant, as well as by any national, regional, or local network utilized to effect the transaction.
- Collection costs: If you overdraw your account, you are responsible to pay the overdrawn amount plus you agree to pay our reasonable attorney's fee for collection of the overdrawn amount.

## B. In Addition To The General Information Set Forth In Part A, The Information Set Forth In This Part Of The Disclosure Statement Specifically Applies To Pre-Authorized Transfers.

### 1. Pre-Authorized Credits

If you have arranged to have direct deposits made to your Health Savings checking account at least every 60

days from the same person or company, you can call us during normal business hours at **800-724-9282** to find out whether or not your deposit has been made.

### 2. Pre-Authorized Debits And Notice Of Varying Amounts

You may arrange regular payments from your Reliant Health Savings checking account. 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.

### 3. Right To Stop Payment And Procedure For Doing So

If you told us in advance to make regular payments out of your account, you can stop any of these payments. Just call us at **800-724-9282** or write to us at:

**Reliant Community Federal Credit Union  
10 Benton Place, PO Box 40  
Sodus, NY 14551-0040**

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 will require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop payment order as disclosed in Reliant's share account disclosure.

### 4. Liability For Failure To Stop Payment Of Pre-Authorized Transfers

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 will be liable for your losses or damages.

### C. Amendments

We will post in our offices and/or send you written notice of any changes we are making to this agreement. If you do not agree with the changes, you should notify us and return the card(s).

### D. Cancellation

You may cancel card privileges at any time by delivering cards to us, cut in half. We may cancel your card privileges at any time and need not give you advance notice of such cancellation. You must return all cards immediately upon request. Cancellation of card privileges in no way affects your responsibility for card transactions chargeable to your accounts, whenever the transactions are posted by us.

### E. Signatures And Addresses

We will use the signatures and addresses on Credit Union records for all purposes. Notify us in writing of any change in your name or address.

### F. Documentary Evidence Charges

If you request documentary evidence of a transaction on your account, we may pass along to you the cost to us of researching this evidence at a rate as disclosed in Reliant's share account disclosures. No such charge will be imposed if the documentary evidence differs from the transaction as previously reflected on your statement.

## Convenient Locations

Brockport Walmart Supercenter  
Canandaigua  
Geneva Walmart Supercenter  
Henrietta Walmart Supercenter  
Irondequoit  
Macedon  
Newark  
Sodus  
Webster

**Telephone**  
800-724-9282

**Website**  
reliantcu.com

**Email**  
reliant@reliantcu.com

**Mailing Address**  
PO Box 40, Sodus, NY 14551

# ELECTRONIC FUNDS TRANSFER

## Disclosure Statement

## Health Savings Account Electronic Funds Transactions

*Important information for our members regarding the terms and conditions of conducting electronic transactions through their Health Savings checking accounts*

**reliant**<sup>1</sup>  
COMMUNITY FEDERAL CREDIT UNION

This credit union is federally insured by the National Credit Union Administration.

## Reliant Community Federal Credit Union

offers its members the convenience of electronic fund transfer (EFT) to provide easy access to certain Reliant accounts.

An electronic fund transfer occurs when you or someone else you designate uses electronic means to make deposits or withdrawals from a savings or checking account. An electronic fund transfer may be made by computer, mobile device, automated clearinghouse (ACH), automated teller machine (ATM), point-of-sale (POS) terminal, or other such devices.

It is important that you read this disclosure and agreement carefully as it details the terms and conditions of these services and your rights and responsibilities when using these services. After you read this disclosure statement and agreement, please retain it with your important papers for future reference.

This agreement is a supplement to certain deposit account agreements that you have already entered into with Reliant Community Federal Credit Union. Where this agreement is different from your account agreements, this agreement will control. "We," "our," "us," "the Credit Union," and "Reliant," mean Reliant Community Federal Credit Union, and "you" and "your" refer to anyone authorized to sign checks or make withdrawals on your account(s) and also to anyone you authorize to use a card. "Card" refers to your Visa Health Savings Account Debit Card issued to you. From time to time we may issue substitute or replacement cards.

You understand and agree that the Credit Union has the right to change the terms of the Health Savings Account (HSA) program from time to time or to terminate the HSA program upon posting notice in our offices and/or sending you written notice.

The failure of the Credit Union to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights or any other rights available hereunder.

Reliant Community Federal Credit Union is not responsible for improper account usage. You are responsible for assuring that distributions from your HSA checking account are made in accordance with IRS rules.

Consult your separate HSA disclosure for restrictions on withdrawals, tax penalties and other important information.

This account is not eligible for Courtesy Pay Privilege. See the Share Account and Fee Schedule for additional terms and conditions to this account. Laws governing HSAs can change frequently, so you should consult your tax advisor to determine if you qualify. Reliant Community Federal Credit Union does not give tax or legal advice.

You do not have to sign this agreement, but once you use any type of EFT you have accepted the terms of this agreement and this agreement will be in force.

### **vA. The Information Set Forth In This Portion Of The Disclosure Statement Applies To All Electronic Fund Transfers.**

#### **1. Types Of Available Electronic Fund Transfers**

The types of EFT services available include

- Pre-Authorized Credits: You may authorize any regular payments you receive to be directly deposited to your Reliant Health Savings Checking

account. This would include electronic employee payroll and government deposits.

- Pre-Authorized Debits: You may authorize regular withdrawals from your Reliant HSA checking account to a third party.
- Automated Teller Machine (ATM) withdrawals if you have a Visa Health Savings Debit Card. (Deposits excluded.)
- Point-of-Sale (POS) transactions with a Visa Health Savings Debit Card when available by the merchant.
- Online banking transactions.

#### **2. Confidentiality**

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

- where it is necessary for completing transfers, or
- in order to verify the existence or condition of your account for a third party (such as a credit union or merchant), or
- in order to comply with government agency or court orders, or
- if you give us your written permission.

#### **3. Liability For Failure To Complete 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 available in your account to complete the transaction; or
- the terminal or system was not working properly and you knew about the breakdown when you started the transfer; or
- the ATM where you were making the withdrawal did not have enough cash; or
- circumstances beyond our control (such as flood or fire) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in your Health Savings Account Agreement.

#### **4. Periodic Statements And Receipts**

You will get a monthly account statement. You will receive this statement in the mail unless you have requested to receive it electronically through Reliant's online banking. When you use a Reliant ATM you may request a receipt identifying the date, amount, and type of transaction.

#### **5. Error Resolution Notice Or Billing Errors**

In case of errors or questions about your electronic transfers, telephone us at **800-724-9282**; write to **Reliant Community Credit Union, 10 Benton Place, PO Box 40, Sodus, NY 14551-0040**; or email **reliant@reliantcu.com**.

Inform us 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 the **first** statement we either sent you or made available online, on which the problem or error appeared.

- Tell us your name and account number(s). **Do not include your account number or any other confidential information in an email.**

- Describe the error or 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 determine whether an error has occurred within 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 45 days to investigate your complaint or question. 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 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after 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 the investigation.

#### **6. Business Days**

For purposes of this disclosure, our business days are Monday through Friday. Saturdays, Sundays, and holidays are not included.

#### **7. Liability Disclosure**

Tell us at once if you believe your card or personal identification number (PIN) has been lost or stolen. Telephoning is the best way of keeping your possible losses down.

For PIN-based and pinless (debit option) transactions: If you believe your card or PIN has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you will have no liability if someone used your card and/or PIN 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/or PIN, you could lose as much as \$500.00.

For signature-based and pinless (credit option) transactions: You will have no liability for unauthorized signature-based or Internet transactions completed with your Visa Health Savings Debit Card.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or was made available online, 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 hospital stay) keeps you from telling us, we will extend the time period.

If you have a joint account and both account holders

have a Visa Health Savings Debit Card: Each card has its own unique card number and unique PIN; therefore, if you report the loss or theft of a card or PIN, only the card number that is reported as lost/stolen will be blocked. The other card number and PIN will remain active.

Reliant Community Federal Credit Union has enabled non-Visa debit transaction processing, and does not require that all such transactions be authenticated with a Personal Identification Number (PIN). These transactions are processed through the NYCE network, which is associated with your Reliant Visa Health Savings Debit Card. Provisions of this cardholder agreement relating only to Visa transactions do not apply to non-Visa transactions.

#### **8. Address And Telephone Number**

If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call **800-724-9282 (after hours call 888-918-7765)** or write to **Reliant Community Federal Credit Union  
10 Benton Place, PO Box 40  
Sodus, NY 14551-0040**

#### **9. Account Access**

- You may use your Visa Health Savings Debit Card and PIN for the following transactions at Reliant ATMs:
  - Withdraw cash from your Health Savings checking account.
  - Make account inquiries.
- You may use your Visa Health Savings Debit Card and PIN for the following NYCE and PLUS network transactions:
  - Withdraw cash from your Health Savings checking account.
  - Make account inquiries.
  - Purchases at POS terminals.
- Some of these services may not be available at all terminals.
- You may use your Visa Health Savings Debit Card to purchase or order goods and services in person or by mail, telephone, or internet from any merchant that accepts Visa debit cards. Such transactions will access your Health Savings (checking) account.
- When you use your Visa Health Savings Debit Card at a non-Reliant ATM, withdrawals are limited to the lesser of (i) the balance in your checking or (ii) the maximum withdrawal described in section 11.
- You may not use your Visa Health Savings Debit Card for an illegal transaction, such as unlawful gambling.

#### **10. Limitation On Frequency Of Transactions**

- You may make an unlimited number of cash withdrawals, and transfers from Reliant ATMs subject to the amount limitations shown in section 11.
- For transactions using the NYCE/PLUS networks, you may make withdrawals from your Health Savings checking account subject to the limitation shown in section 11.
- Transactions at merchants using the Visa Health Savings Debit Card are subject to a daily limit on the number of transactions and are subject to your checking account balance.