

**FIRST FEDERAL COMMUNITY BANK, NATIONAL ASSOCIATION**

**MAIN BRANCH - DOVER, 321 N Wooster Ave, Dover, OH 44622**

**ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE**

This agreement and disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your rights and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words “you” and “your” mean those who sign as applicants or any authorized user(s). The words “we”, “bank”, “us” and “our” mean First Federal Community Bank, National Association. The abbreviation “PIN” means a personal identification number.

**CONSUMERS LIABILITY.** Tell us, **AT ONCE**, if you believe your Card or PIN has been lost or stolen, if you believe that either of them is in the possession of an unauthorized person, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days you can lose no more than \$50 if someone used your Card 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 or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us about unauthorized transactions within sixty (60) days after the statement was sent to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have prevented someone from making the transactions if you had told us in time.

If a good reason kept you from telling us, such as a long trip or a hospital stay, we may extend the time periods. For your protection, please examine your statements promptly and notify us immediately of any problem.

As a MasterCard cardholder, zero liability applies to your purchases made in the store, over the telephone, online, or via a mobile device and ATM transactions. As a cardholder, you will not be held responsible for unauthorized transactions if:

- You have used reasonable care in protecting your Card from loss or theft; and
- You have promptly reported to us you knew that Card was lost or stolen.

Zero liability does not apply to the following (or certain) MasterCard payment cards: Commercial cards, unregistered prepaid cards, or gift cards. For the application of Zero Liability outside of the United States, check your MasterCard country site.

**BY RETAINING OR USING YOUR CARD YOU AGREE:**

- Your Card remains the property of the Bank and will be surrendered immediately to the Bank upon request.
- To abide by the rules and regulations of the Bank relating to the use of your Card and the performance of any EFT services.
- To notify the Bank promptly of the loss of your Card.
- To be responsible for all authorized uses of your Card whether used at a full-service automated teller machine (ATM), an electronic cash dispensing machine, or a Point-of-Sale terminal (POS).
- The Bank may cancel your Card at any time without notice.
- The Bank has the right to refuse a transaction on your account when your Card has been reported lost or stolen or when the Bank reasonably believes there is unusual activity on the account.
- You cannot use your Card for a transaction that would exceed your account balance.

**NEVER** allow anyone to use, borrow or obtain your Card and PIN. By giving your Card and PIN to another person, you take responsibility for all transactions made by that person or by anyone else to whom that person gives the Card and PIN until you notify us to cancel your Card.

**BANK CONTACT INFORMATION.** 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 (330)364-7777 or write First Federal Community Bank, National Association, 321 North Wooster Ave., Dover, OH 44622-0038, or email [csr@onlinefirstfed.com](mailto:csr@onlinefirstfed.com).

You should also call the number, write to the address listed above or email us if you believe a transfer has been made using the information from your check without your permission.

**BUSINESS DAYS.** For purposes of this Agreement, our business days are Monday, Tuesday, Wednesday, Thursday, and Friday. Weekends and Holidays are not included.

**TYPES OF TRANSFERS.** You may authorize certain direct deposits to your checking or savings account. You may authorize certain bills and other payments to be deducted from your checking or savings accounts. A merchant may convert your check in payment for merchandise or services into an electronic funds transfer from your account.

You may use your Card and PIN to:

- Make deposits to your checking and savings accounts.
- Pay for purchases at places that have agreed to accept the Card and/or PIN.
- Transfer funds between your checking and savings accounts.
- Withdraw cash from your checking and savings accounts.

Some of these services may not be available at all terminals.

**ELECTRONIC CHECK CONVERSION.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

**LIMITATIONS ON POINT-OF-SALE TRANSACTIONS AND DAILY DOLLAR LIMITS:**

- You can buy up to \$1500.00 worth of goods or services each day by using the Card in point-of-sale transfer service (if there are sufficient funds in your account). Minors (age 13 or older) are limited to \$200.00 each day.\*
- You can withdraw up to \$300.00 each day from an ATM using your Card and PIN (if there are sufficient fund in your account). Minors (age 13 or older) are limited to \$200.00 each day.\*

\* *Parent or legal guardian must be a joint owner of the minor's checking and/or savings account and sign the Minors Consumer Account Service Application Addendum, Indemnification and Guarantee Agreement in order for the minor to apply for and maintain a card.*

**FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator [or any network used] and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

- You will be charged a per Card fee for the issuance of replacement Cards. See our current fee schedule for applicable fee.
- You will be charged a per PIN fee for the issuance of replacement PINs. See our current fee schedule for applicable fee.
- If you use your Card in a foreign country and/or to make a purchase in a foreign currency, you will be charged a currency conversion fee of approximately 1% of the transaction amount.
- If you conduct a transaction involving **only U.S. dollars** with the Card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee that will appear on your monthly statement.
- If you conduct a transaction involving **multiple currencies** with the Card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee will appear on your monthly statement.

**THE FOLLOWING APPLIES TO First Fed Cash, Cash Plus and Cash Back ACCOUNTHOLDERS ONLY.** First Fed Cash, Cash Plus and Cash Back checking accounts are eligible for ATM fee reimbursements which are limited per

qualification cycle and qualifying purchases must post and settle the account during the monthly qualification cycle in order for the reimbursements to be applied. Domestic ATM fees that post and settle during the qualification cycle will be reimbursed up to \$20 per monthly qualification cycle and credited to your account on the last day of the statement cycle. ATM fees of \$4.99 or less will be reimbursed up to a maximum of \$4.99 per individual transaction. ATM fees of \$5.00 or higher will be reimbursed if the appropriate ATM receipt is presented to a representative at one of our branches.

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

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

#### **DOCUMENTATION.**

**Terminal Transfers.** You can get a receipt at the time you make any transfer that exceeds \$15.00 to or from your account using one of our automated teller machines or point-of-sale terminals.

**Preauthorized Credits.** 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 contact us to find out whether the deposit has been made.

**Periodic Statements.** You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get the statement at least quarterly. You will not receive a periodic statement if your account is a passbook account. Present your passbook and we will record any electronic deposits to your account.

#### **PREAUTHORIZED PAYMENTS.**

**Stop Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. You must contact us in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we can also require you to put your request in writing and get it to us within 14 days after your call. We will charge you based on our current fee schedule for each stop payment order you give us. See *Bank Contact Information* section of this disclosure for contact information.

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

**FINANCIAL INSTITUTION'S LIABILITY.** If we do not complete a transfer to or from your account on time, or in the correct amount according to your agreement with us, 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 limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in your agreement with us.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** You will contact 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 we sent the **FIRST** statement on which the problem or error appeared. See *Bank Contact Information* section of this disclosure for contact information. You will:

- 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 determine whether an error occurred within 10 business days (5 business days if MasterCard Checkcard point-of-sale transaction, and 20 business days if new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if point-of-sale transaction, or new account, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if MasterCard Checkcard point-of-sale transaction, and 20 business days if new account) 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 10 business days, we may not credit your account. For the purpose of this paragraph, an account is a new account for a period of 30 days from the date of the first deposit to the account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will debit your account for any provisional credit given and send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**EXCHANGE RATE FOR FOREIGN TRANSFERS.** If a transfer takes place outside of the United States and is in a foreign currency, MasterCard will convert the transfer into U.S. dollars by using their own currency conversion procedures. The exchange rate will be determined in one of two ways: (1) the exchange rate will be selected from the range of rates available in the wholesale currency markets for the central processing date (which may be different from the rate received by MasterCard), or (2) the exchange rate will be a government-mandated rate in effect for the applicable central processing date, plus any adjustment determined by the card issuer and disclosed separately in the fee section of the cardholder agreement. The currency exchange rate used may differ from the rate in effect when your transfer occurred or was posted to your account.

**AMENDMENT.** We may change or amend any of the terms and conditions of this Agreement at any time upon at least 30 days written notice to you prior to the effective date of any change or amendment. If you do not agree to abide by a change or amendment, you must notify us of that fact prior to the effective date of the change or amendment. You must also surrender your Card and cancel this Agreement.

## CONSENT FORM FOR OVERDRAFT SERVICES

### What You Need to Know about Overdrafts and Insufficient Funds Charges

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to another account or line of credit, which may be less expensive than our standard practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

#### **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks, in-person withdrawals, ACH transactions, pre-authorized automatic transfers
- Automatic bill payments, internet banking transfers, telephone banking transactions
- Recurring debit card transactions

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

#### **What fees will I be charged if First Federal Community Bank pays my overdraft?**

Under our standard overdraft practices:

- For each overdraft item, we will charge the standard per item Insufficient Funds Charge set forth in our fee schedule (currently \$32.00)
- There is a business day combined maximum of five (5) Insufficient Funds Charges that we can assess your account.
- The Bank does not charge a checking account an Insufficient Funds Charge for transactions that overdraw an account by an aggregate amount of \$5.00 or less.

#### **What if I want First Federal Community Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 330-364-7777, or complete the form below and present it at a branch or mail it to: 321 N Wooster Ave Dover, OH 44622.