

# Electronic Services Disclosure & Agreement (Regulation E)

LANDMARK CREDIT UNION  
5445 S. Westridge Drive, P.O. Box 510870  
New Berlin, WI 53151-00870  
(262) 796-4500

In this Disclosure and Agreement, the words “you” or “your” mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words “we,” “our,” “us” or “LCU” means Landmark Credit Union. Your acceptance, retention or use of an ATM Card, Check Card or other electronic funds transaction hereunder constitutes an agreement between you and LCU as described below.

This Disclosure and Agreement is given by LCU in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform you of certain terms and conditions of the electronic funds transfer services you have requested.

At the present time, LCU participates in several types of services that may be accomplished by electronic transfer: Preauthorized partial or full Direct Deposit, preauthorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments), preauthorized withdrawals for bill payments and other recurring payments, Automated Teller Machine (ATM) electronic fund transfer services at Credit Union owned (“Proprietary”) ATMs and on “Shared Network” ATMs and such other systems as may be added from time to time, Audio Response Electronic Telephone Banking (Automated Phone System), Personal Computer Electronic Banking (Online Banking) and Point of Sale (POS) Transactions. Disclosure information applicable to all electronic services offered by LCU is given below, with certain specific disclosure information for each service following in separate sections. You should understand that the agreements, terms, conditions, rules and regulations applicable to your Landmark Checking, Savings, Money Markets Accounts, Christmas/Vacation Accounts, Check Card, and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

## General Disclosures Applicable to All Electronic Services

**Business Day Disclosure.** LCU’s business days are Monday through Friday, except holidays recognized by us and the Federal Reserve. ATMs, POS terminals, Automated Phone System and Online Banking are generally open, but not always accessible, 24 hours a day, 7 days a week.

**Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or transfers you make:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency or Court order, or any legal process; or
4. If you give us written permission.

## In Case of Errors or Questions About My Electronic Services Transaction.

Telephone us at 1-262-796-4500 or write us at:

Landmark Credit Union  
5445 S. Westridge Drive, P.O. Box 510870  
New Berlin, WI 53151-00870  
Attn: Member Service Center

Do this immediately if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. You must:

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

If you tell us orally, you are required to send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred 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 us to complete the investigation. However, if the notice of error involves a transfer to or from an account within thirty (30) days after the first deposit to the account was made, we may have up to twenty (20) days to determine if an error occurred and we will credit such an account within twenty (20) days if more time is needed 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.

For an electronic fund transfer resulting from a Point-of-Sale debit card transaction, initiated outside of the United States or occurring within thirty (30) days after the first deposit was made to the account, we may take up to ninety (90) rather than forty-five (45) calendar days to complete our investigation.

We will tell you the results within three (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 our investigation.

#### **Your Liability for Failure to Make or Complete Electronic Funds Transactions.**

If we do not properly complete an electronic funds transaction to your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:

1. Circumstances beyond our control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of ours, you do not have enough money in your account (sufficient collected funds) or credit available to make a transaction;
3. The funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
4. We have received incorrect or incomplete information from you or third parties (e.g. the U.S. Treasury, an automated clearing house, or a terminal owner);
5. The ATM, POS terminal, Automated Phone System, Online Banking or other electronic services system contemplated hereunder was not working properly and you knew about this breakdown when you started the transaction;
6. The ATM where you were making the transaction did not have enough cash, or cash in the requested denominations;
7. Your ATM Card or Credit Card has been reported lost or stolen, has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to non-use, is retained by us at your request, or because your ATM Card, Check Card, Online Banking or Automated Phone System PIN has been repeatedly entered incorrectly;
8. The transaction would exceed your Home Equity Line-of-Credit or Kwik Cash loan limit. Our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system;
9. If our computer system or equipment does not receive the commands sent from the computer or workstation you use to transmit instructions or the system is unavailable due to a maintenance shutdown;
10. There may be other exceptions.

**Personal Identification Number (PIN).** You cannot use ATMs, Automated Phone System or Online Banking without an identification number, which we refer to as a PIN. You are responsible for the safekeeping of your PINs and for all transactions made by use of the PINs. You will notify us immediately and send written confirmation if any of your PINs are disclosed to anyone other than the joint owner of your account. If you disclose any of your PINs to anyone, you must understand that you have given them access to your account via the electronic system you are accessing and that you are responsible for any such transactions.

Your PINs are not transferable and you are not to disclose PINs or permit any unauthorized use thereof.

**Charges for Electronic Funds Transaction Services.** All charges associated with your electronic funds transactions are disclosed in our "Current Rates" brochure which accompanies this Disclosure and Agreement. A Stop Payment placed on a preauthorized electronic payment is subject to a Stop Payment fee, for each stop payment order you give. A stop payment order can be initiated on the phone, but a signature will be required to make it official. There will be an NSF fee assessed if you overdraw your Checking Account by the use of a Check Card. If you request a copy of the documentation relative to an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to our reasonable cost of reproduction may be charged. Any fees charged will be deducted from your checking or savings account.

**Change in Terms.** We may change the terms and charges for the services indicated in this Electronic Services Disclosure and may amend this Disclosure and Agreement from time to time. If you have an account with us through which electronic transactions are being processed, you will receive written notice at least thirty (30) days prior to the effective date of the changes(s), or as otherwise provided by law except that prior notice may not be given if an immediate change is necessary to protect the security of my account or the electronic systems.

**Disclosure of Delayed Funds Availability.** We may place a hold for uncollected funds on an item that you deposit. This could delay your ability to withdraw such funds. For further details, contact a Credit Union Associate.

**Termination of Electronic Funds Transaction Services.** You may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. You may terminate the right to make electronic funds transactions at any time upon written notice. If you ask us to terminate your account or the use of an ATM Card, Check Card or any other access device, you will remain liable for subsequent authorized transactions performed on your account.

**Relationship to Other Disclosures.** The information in these Disclosures applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

**Copy Received.** You acknowledge receipt of a copy of this Disclosure and Agreement.

#### ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PARTIAL OR FULL DIRECT DEPOSIT, PENSION CHECKS AND FEDERAL RECURRING PAYMENTS

If you have arranged to have preauthorized electronic partial or full Direct Deposit (if available from your employer), pension checks or Federal Recurring Payments (for example, Social Security payments), the following applies to you.

**Account Access.** Preauthorized deposits may be made to your Checking or Savings account.

**Notification of Preauthorized Deposits.** If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us at the telephone number shown in this disclosure between 9:00 a.m. and 5:00 p.m. on any business day, or utilize the Automated Phone System or Online Banking to determine whether or not the preauthorized deposit has been made. A fee may be charged if you speak to an Associate directly.

**Documentation of Preauthorized Deposits.** Generally, you will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made.

#### ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES

**Account Access.** If you have requested a preauthorized payment to a third party from your Checking Account, then the payments may be made from your Checking Account only.

**Right to Receive Preauthorized Payment Documentation.**

**Initial Authorization.** You can get copies of the preauthorized payment documentation from the third party being paid at the time you give them the initial authorization.

**Notice of Varying Amounts.** If your preauthorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before such payment when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Periodic Statement.** You will receive a monthly account statement for each month in which a transfer is made, but at least a quarterly statement if no transfers are made.

**Right to Stop Preauthorized Payment.** If you want to stop any of the preauthorized payments or revoke a preauthorized payment authorization, you must call us at the telephone number shown in this Disclosure, or write us at the address shown in this Disclosure in time for us to receive your stop request no less than three (3) business days or more before the next 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 for each Stop Payment or Revocation request you give pursuant to your "Current Rates". If you have given us a request to revoke this entire preauthorized payment authorization, you understand and agree that you must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party.

**Your Liability for Failure to Stop Payment.** If you order us to stop one of your preauthorized payments no less than 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, to the extent provided by law.

**Liability for Unauthorized Electronic Payments.** You may be liable for unauthorized transfers made from your account by a third party. If you believe such transfer has occurred, you must follow the procedures outlined in the 'General Disclosures Applicable to All Electronic Services' section for resolving errors. Please also refer to the sections entitled 'Additional Disclosures Applicable to Automated Phone System and Online Banking Transactions.'

#### ADDITIONAL DISCLOSURES APPLICABLE TO AUTOMATED PHONE SYSTEM

Automated Phone System is an audio response electronic telephone banking service which will allow you to perform monetary transactions and account balance inquires, with the exception of Visa<sup>®</sup> Credit Card accounts, without assistance from our staff. You will actually "talk" directly with our computer via a touch-tone telephone. Before you can use the Automated Phone System, you must select an Automated Phone System Personal Identification Number (PIN).

**Types of Available Transactions.** You may use your Automated Phone System PIN to:

1. Make transfers between your accounts;
2. Make inquiries regarding account balances and loan payment data;
3. Make transfers for loan payments;
4. Make withdrawals from daily Savings or Checking by a Credit Union check issued and mailed to your address on file. We may offer additional services in the future and, if so, you will be notified of them.

#### **Limitation on Transaction Frequency and Dollar Amount.**

1. Account withdrawals to you through Automated Phone System are unlimited, to the extent you have funds available in your account, or from your Kwik Cash or Home Equity Line-of-Credit Account.
2. For security reasons, in the event your Automated Phone System PIN is lost or stolen, there may be limits on the dollar amount of transactions you can make using Automated Phone System.

#### ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE BANKING

Online Banking is your home banking service through the Internet at the Landmark Credit Union website that allows access to your accounts through the use of a personal computer, communications software, financial software, a modem and your own selected Online Banking Personal Identification Number (PIN).

**Account Access.** Online Banking is available for viewing all of your accounts with Landmark. Transactions will only be allowed on applicable accounts (not IRA or CD).

#### **Types of Available Transactions.**

1. Balance inquires.
2. Account history for up to the last ninety (90) days.
3. Transfer of funds among and between your accounts.
4. Transfers to other members' accounts with prior written authorization.
5. Withdrawals from your Savings or Checking account or advances on your Home Equity Line-of-Credit made by a Credit Union check mailed from our New Berlin office to your address of record.
6. Credit Union loan payments by transfers from your Savings or Checking accounts.
7. Bill payments (Bill Payment Service) to third parties by transfers from your Checking account (see additional information below).

We may offer additional services in the future and, if so, you will be notified of them.

#### **Limitation on Transaction Frequency & Dollar Amount.**

Withdrawals from your Savings or Checking or Home Equity Line-of-Credit, whether by check or transfer to other accounts are not limited in terms of minimum or maximum dollar amounts per transaction except as listed below.

1. All withdrawals and transfers from a Savings or Checking account to the extent of the cleared funds available in those applicable accounts.
2. All loan advances are limited to the amount available from the Kwik Cash and/or Home Equity Line-of-Credit.
3. There is no charge for Online Banking with the exception of the use of the Bill Payer Option which is set forth in our "Online Banking" brochure.

4. Transactions on your accounts may be subject to Credit Union fees and charges. For more information, you may refer to the "Current Rates" brochure, our Account Agreement and Truth-in-Savings Disclosure, and where applicable, our Kwik Cash or Home Equity Line-of-Credit Account Agreement and Truth-in-Lending Disclosure Statement.

**Internet Bill Payment Option.**

1. You can elect to make electronic bill payment transfers from your Checking account to the participating merchants that you have authorized.
2. We will process bill payment transfer requests only to those creditors/vendors that you have designated in the user instructions and that you authorize and for whom you have the proper creditor/vendor code number. We will not process any bill payment transfer if the required information is incomplete. The designated funds will be withdrawn from your Checking account on the next processing day after you schedule payment. We reserve the right to process the payment at any time during the day and reject it if sufficient funds are not available at that time. When setting up or adding a new creditor/vendor under the Bill Payment option, there may be a five (5) day processing period to allow time to notify the vendor so you can make a payment to that account. When scheduling payments you need to allow sufficient lead time prior to your due date to allow time for creditors/vendors to process your payment after they receive the payment from the Credit Union. We cannot guarantee the time that any payment will be credited to your account by any creditor/vendor and are not liable for any refusal to accept payment, service fee, late charge or FINANCE CHARGE incurred. In the event of a dispute, we can only confirm the amount, the participating merchant and the date the bill payment transfer was made. You must contact the merchant directly for any other error or questions involving your billing statement from the participating merchant, as we are not responsible for investigating such error.
3. We are not responsible for any direct, indirect, special or consequential damages or losses arising in any way out of the installation, use or maintenance of your equipment or software or for technical or editorial errors contained in, or emissions from, any user guide related to this service except where law requires a different standard.

**Electronic Check Conversion.**

You understand that when you give a check to a store cashier, the check may be processed through an electronic system that captures the account information and the amount of the check. Once the check is processed, you'll be asked to sign a receipt and get a copy for your records. When the check has been processed and returned to you, it should be voided or marked by the merchant so that it can't be used again. The merchant presents the processed check information to us electronically, and the funds are transferred into the merchant's account.

Electronic check conversion also is being used for checks you may mail to pay for a purchase or to pay on an account. The merchant or company sends the check information through the electronic system, and the funds are transferred to their account.

By law, you must receive notice if your check information will be processed electronically. Notice can be given in different ways: In a store, a merchant might post a sign at the register or give you a written notice. For a mailed check, the company might include the notice on your monthly statement or under its terms and conditions. The notice also should state if the merchant or company will electronically collect from your account a fee - like a "bounced check" fee - if you have insufficient funds to cover the transaction.