

## Automated Phone System Important Information

The Federal Government Regulation D restricts telephone initiated, pre-authorized withdrawals and transfers from savings accounts to no more than three within a calendar month. If you attempt to exceed three, the transaction may reject, and you should then call our regular number for assistance. Your checking account is not affected by this regulation.

Federal Government Regulation E (Electronic Funds Transfer) requires that this special disclosure be provided to members. The Automated Phone System is governed by the Electronic Fund Transfer Act of 1978. The following information is provided in accordance with the Act.

1. Statements: If you have any electronic activity on your account, you will receive an account statement monthly.
2. Notification of unauthorized transfers: If you believe that someone has transferred or may transfer money from your account without your permission, call (262) 796-4500 or write to the following address:  
Landmark Credit Union, P.O. Box 510870, New Berlin, WI 53151
3. Business Days: The Credit Union's business days are Monday through Friday, excluding holidays.
4. Consumer Liability: Tell us at once if you believe your code has been lost or stolen. Telephoning is the fastest way of notifying us. When using an access card at an ATM, and you tell us within 2 business days, you can lose no more than \$50, if someone used your code without your permission. If you do not tell us within 2 business days after you learn of the loss or theft of your code, your loss could be greater.
5. Credit Union Liability: The Credit Union shall be liable for losses and damages caused by:
  - A. Failure to make an electronic payment in time or for the correct amount in accordance with your authorization except in the following cases:
    - The member's account has insufficient funds through no fault of ours to complete the transfer.
    - The funds are subject to legal process or other encumbrances restricting such transfer. Such transfer would exceed an established
    - If circumstances beyond our control (such as flood, fire, computer breakdown, or changes in our operation as required by law) prevent the transfer, despite reasonable precautions we have taken.
  - B. Failure to make a transfer due to insufficient funds when the Credit Union failed to credit a deposit to a member's account which would have provided sufficient funds to make the transfer.
6. Information to third parties: The Credit Union will furnish information to third parties about your account(s) or any electronically initiated transactions only in the following circumstances:
  - A. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
  - B. Where it is necessary for completing transfers.
  - C. In order to comply with a government agency or court.
  - D. You give us written permission.

Terms: The Credit Union reserves the right to change the terms and conditions upon which this service is offered. Reasonable notice of any change will be given before the change is initiated.

**In case of errors or questions about your electronic transfers, telephone us at (262) 796-4500 or write us at: Landmark Credit Union, P.O. Box 510870, New Berlin, WI 53151.**

Call or write as soon as possible if you think your statement is wrong, or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we send the first statement on which the problem(s) or error(s) appeared. When you call or write:

1. Tell us your name and member number.
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require you to 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 after we hear from you and will correct any errors promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will re-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 re-credit your account.

If we decide that there was an error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

## Automated Phone System Service Agreement and Disclosure

I have chosen a Landmark Credit Union confidential Access Code for use with the Automated Phone System.

I understand that I cannot use this service without an Access Code. Further, this Access Code may be used for transfers between my accounts, account inquiries, and for other transactions as may become available.

I am responsible for the safekeeping of my Access Code provided by the Credit Union and for all transactions by use of the service. I further understand that my Access Code is not transferable and I will not disclose it or permit any unauthorized use of it. If my Access Code is disclosed to anyone other than a joint owner of my account, I will notify the Credit Union immediately and send written confirmation. I understand that I am responsible for any transactions completed by anyone to whom I have disclosed my Access Code.

I waive all present or future claims against the Credit Union and release the Credit Union from all responsibility for loss or damage not caused by the Credit Union's negligence which I might incur through unauthorized use of my Access Code. If I default in any amounts I owe under this Agreement, I agree to pay all attorney fees and collection costs incurred by the Credit Union.

I understand that the Credit Union reserves the right to discontinue access to the service without notice and will not be liable for failure to honor any Automated Phone System Transactions. Transactions made through the service are binding on the Credit Union only after verification by the Credit Union. Amendments to the Agreement may be provided to me, in accordance with applicable laws, without restatement of the terms. The use of the Automated Phone System is subject to such other terms, conditions and requirements as may be established.

There is no charge for access to the Automated Phone System. The Credit Union reserves the right, however, to impose service charges at a future date, if proper notice is given.

The total dollar amount of transactions by the Automated Phone System is subject to limits set by the Credit Union, and sufficient verified funds must be available to satisfy transaction instructions. Transactions completed after the normal business hours each day may be posted to the appropriate accounts on the next business day after the date of such transactions.