First Miami University Student/ Alumni Federal Credit Union
Electronic Funds Transfer Disclosure

This document contains all general disclosures applicable to your ATM and Debit Cards.

Applicable Law - This agreement will be governed by the laws and regulations of the State of Ohio and the United States of America. Any lawsuit regarding an account must be brought in a proper court in the State of Ohio. You hereby submit to the personal jurisdiction of the State of Ohio and/or the United States of America.

Waiver - FMUSFCU may waive, at our discretion, any of our rights under this agreement in a particular situation, without being obligated to treat future situations similarly. Continued use of your ATM or Debit Card after the effective date will constitute your agreement to the terms of the amended agreement.

Change of Terms - FMUSFCU reserves the right to change any or all terms of this agreement at any time. If the change restricts, limits, or reduces your rights under this agreement, we will notify you 30 days before the date of effective change.

ATM / Debit Card Usage - Your First Miami ATM card will operate in those Automated Teller Machines (ATMs) that display the Jeanie®, Pulse®, or Plus® logo. These machines can be found across the nation and in Europe and Asia. Your daily withdrawal limit from an ATM is $100. Please see the exceptions on weekends stated in the paragraph below. Your Debit card can be used at any merchant displaying the Master Card® logo.

Types of Available ATM Transactions:
- Cash Withdrawals
- Account Transfers
- Account Inquiries

Types of Available Debit card Transactions:
- Purchase goods or services at merchants who have agreed to accept the Debit Card.

Posting Transactions to Your Account - The ATM business day runs from 4:00 PM one day to 4:00 PM the next day. First Miami posts these ATM transactions to your by the close of business every week night. We do not post transactions to your account on weekends, therefore you will only be able to withdraw a total of $100 (your daily limit on regular business days) between 4:00 Friday to 4:00 PM Monday. If we are closed during a three-day weekend due to a holiday (e.g. Labor Day) the business period for a period will extend correspondingly. Due to the nature of ATM transactions, the dates between your actual transaction and the date the transaction is posted to your account will vary. You may purchase goods and services with your Debit card up to a maximum of $500.00 (or your available balance, if it is less than such amount). All Debit card purchases will automatically be withdrawn from the appropriate account.

ATM / Debit Card Fees - Transactions at an ATM machine will render certain fees. Please see the Fee Schedule for fees. Unlimited transactions can be performed. The owner of the ATM may charge fees for ATM transactions. There are no Debit card fees.

In Case of Errors or Questions - If you believe your card or Personal Identification Number (PIN) has been lost or stolen, that someone else used your card without your permission or there are other errors, contact FMUSFCU at the address or phone number shown at the bottom of the page. If there is a question about a particular transaction, we will need for you to complete and sign a complaint form within ten (10) business days of the transaction in question. We will notify you of the results of the investigation within ten (10) business days after we hear from you, and will correct any error promptly, as we see fit. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If sufficient evidence proves that there was no error, we will send you a written explanation within three (3) business days after we finish the investigation.

Liability for Unauthorized Transactions - You must inform FMUSFCU at once if you believe your ATM or Debit card or PIN has been lost or stolen. If you tell us within two (2) business days, you can lose no more than $50 if somebody successfully used your card and PIN without your permission. If you do not tell FMUSFCU within two (2) business days after you learn of the loss or
theft of your card or PIN, you are in jeopardy of losing as much as $500. Also, if your statement shows transactions you did not complete, you must inform FMUSFCU at once. If you do not tell FMUSFCU within sixty (60) days after the transaction date, you may not be reimbursed of any losses if FMUSFCU can prove that the losses could have been prevented if FMUSFCU had been contacted within sixty (60) days. If a good reason (e.g. hospital stay) kept you from telling FMUSFCU of a loss, FMUSFCU will extend the time period. To the extent permitted by law, you may pay reasonable costs including attorney’s fees in the event of suit enforcing this agreement.

FMUSFCU’s Liability for Failure to Complete Transactions - If FMUSFCU does not complete a transaction you initiate properly to any account in the correct amount and in a timely manner; FMUSFCU may be liable for your losses or damages. However, there are some exceptions:

- If, through no fault of the credit union, you do not have sufficient funds in your account to make the transaction; or
- If the electronic funds transfer system you attempted to use was not working properly and you knew about the breakdown when you started the transaction; or
- If the circumstances beyond FMUSFCU’s control (such as fire, flood, or earthquake) prevent the transaction, despite reasonable precautions FMUSFCU has taken; or
- If your funds are held by court or other legal proceedings: or
- If FMUSFCU has placed balance restrictions on your account because of some recent account activity; or
- Your ATM PIN has been lost or stolen, has expired, in inactive due to non-use, is retained by FMUSFCU at your request, or because you PIN has been repeatedly entered incorrectly; or
- If failure to complete the transaction is to protect the security of your account and/ or FMUSFCU’s electronic funds transfer system.

Documentation of Transactions - When you use your ATM and/or Debit card, the transaction will appear on your monthly statement under the account(s) you accessed. The statement will show the date the transaction was debited or credited to your account.

Personal Identification Number (PIN) - Your PIN is chosen by you at the time you receive your card. It acts as a security code, ensuring that only you can make transactions using your card at an ATM. Your PIN is to be kept secret. Never write your PIN on the card or show it to others.

Card Usage - You may terminate this Agreement with us by notifying us in writing or returning your ATM / Debit card with written consent to terminate this Agreement. We also may terminate the use of your ATM / Debit card at any time for any reason. If we do, you must return your card to us for cancellation and you must not permit the continued use of your card. We may terminate the use of your card by phone or in writing. It there is more than one cardholder; each is jointly and severely liable for all transactions initiated by the use of your card. By using the ATM / Debit card, you agree that you will not make your PIN and/or card available to anyone else orally, in writing, or by telephone and that you will not record the PIN on the ATM card.