Electronic Fund Transfers Agreement and Disclosure

This Electronic Fund Transfers Agreement and Disclosure is the contract which governs your use of Amplify Credit Union’s Electronic Fund Transfers (EFT) services offered to you by Amplify Credit Union ("Credit Union"). In this Agreement, the words “you,” “your,” and “yours” mean those who sign the application or have any authority to use the accounts with Amplify Credit Union, joint owners, or any authorized users of these accounts. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one (or more) of the following accounts you have with the Credit Union. Electronic fund transfers include all transfers made through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally agree to the terms of this Agreement and our rights and responsibilities. You (or each of you, if joint account) warrant that you meet the definition of remittance transfers are governed by 12 C.F.R. part 10 (subpart E) unless otherwise specifically exempted by federal or state law. The following limitations on Bank by Phone transactions may apply to these transactions.

1. EFT SERVICES — If approved, you may conduct any one (or more) of the EFT services described below for the accounts you have with the Credit Union: (i) Direct Deposits; (ii) Bank by Phone; (iii) Online Banking; (iv) Bill Payer; or (v) Preauthorized Debits. Your account card for EFT services, signing your card, or using any service, each of you, jointly and severally agree to the terms of this Agreement and our rights and responsibilities. You (or each of you, if joint account) warrant that you meet the definition of remittance transfers are governed by 12 C.F.R. part 10 (subpart E) unless otherwise specifically exempted by federal or state law. The following limitations on Bank by Phone transactions may apply to these transactions.

2. DIRECT DEPOSITS — If approved, you may deposit funds directly into your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally agree to the terms of this Agreement and our rights and responsibilities. You (or each of you, if joint account) warrant that you meet the definition of remittance transfers are governed by 12 C.F.R. part 10 (subpart E) unless otherwise specifically exempted by federal or state law. The following limitations on Bank by Phone transactions may apply to these transactions.

3. BANK BY PHONE — You may deposit funds directly into your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally agree to the terms of this Agreement and our rights and responsibilities. You (or each of you, if joint account) warrant that you meet the definition of remittance transfers are governed by 12 C.F.R. part 10 (subpart E) unless otherwise specifically exempted by federal or state law. The following limitations on Bank by Phone transactions may apply to these transactions.

4. ONLINE BANKING — You may access your accounts through Online Banking from a computer, cellular phone, or other device. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access. The following limitations on Amplify Mobile transactions may apply:

5. BILL PAYER — If approved, you may use Bill Payer to pay bills electronically. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access. The following limitations on Amplify Mobile transactions may apply:

6. PREAUTHORIZED DEBITS — If approved, you may use Preauthorized Debits to authorize recurring payments for the amounts listed below: (a) up to the agreed amount; (b) in increments of $50.00; (c) in increments of $25.00; (d) in increments of $10.00; (e) in increments of $5.00; (f) in increments of $1.00; (g) in increments of $0.50; (h) in increments of $0.25; (i) in increments of $0.10; (j) in increments of $0.05; (k) in increments of $0.01; (l) in increments of $0.005; (m) in increments of $0.0025; (n) in increments of $0.001; (o) in increments of $0.0005; (p) in increments of $0.00025; (q) in increments of $0.0001; (r) in increments of $0.00005; (s) in increments of $0.000025; (t) in increments of $0.00001; (u) in increments of $0.000005; (v) in increments of $0.0000025; (w) in increments of $0.000001; (x) in increments of $0.0000005; (y) in increments of $0.00000025; (z) in increments of $0.0000001; (aa) in increments of $0.00000005; (bb) in increments of $0.000000025; (cc) in increments of $0.00000001; (dd) in increments of $0.000000005; (ee) in increments of $0.0000000025; (ff) in increments of $0.000000001; (gg) in increments of $0.0000000005; (hh) in increments of $0.00000000025; (ii) in increments of $0.0000000001; (jj) in increments of $0.00000000005; (kk) in increments of $0.000000000025; (ll) in increments of $0.00000000001; (mm) in increments of $0.000000000005; (nn) in increments of $0.0000000000025; (oo) in increments of $0.000000000001; (pp) in increments of $0.0000000000005; (qq) in increments of $0.00000000000025; (rr) in increments of $0.00000000000005.

7. ACQUIRING BANKS — The acquiring bank may impose additional service charges for the transfer of funds from your account to another account or for the purchase of goods or services at merchants that accept CBUS cards. The acquiring bank may also impose additional service charges for the transfer of funds from your account to another account or for the purchase of goods or services at merchants that accept CBUS cards.

8. CHARGES — You may be charged the following fees for each unauthorized transaction:

9. FRAUD — If you believe your Amplify Credit Union card has been lost or stolen, you may call us at 1-800-888-9780. You may also call any participating Amplify Credit Union ATM and the transaction will be blocked. The Acquirer will charge a fee of up to $25.00 for each unauthorized transaction. The Acquirer may also charge a fee of up to $25.00 for each unauthorized transaction. The Acquirer may also charge a fee of up to $25.00 for each unauthorized transaction.
Transactions at ATMs located outside of the U.S. may not be eligible for ATM refunds.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safeguarding your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize another person to use your access code, you expressly agree that neither the Credit Union nor the participating merchant, ATMs, or night deposit facilities shall be liable to you for any unauthorized access codes or for any losses you may suffer by virtue of acting on information furnished with your account, which is based on your access codes if the access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement. A joint account owner authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner, without the consent of any other account owner or co-owners, shall be bound by any instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — There are certain fees and charges for EFT services. Fees for current and past statements, your current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you promptly of any change in the fees or charges.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and/or by the ATM network. You are not liable for any losses, costs, or expenses we incur because of your use of an ATM service that we do not operate. If you use an ATM that is not a participating merchant, you must contact the merchant directly. We are not liable for any losses, costs, or expenses we incur because of your use of an ATM service that we do not operate. This Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we are not liable for any losses, costs, or expenses you may suffer by virtue of acting on information furnished with your account, which is based on your access codes.

6. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account, you hereby authorize any person who deposits funds into your account from any third party, such as a credit bureau or merchant; if your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may proactively or on your request transfer funds from any joint account owner, make any transaction permitted under this Agreement.

You are liable to us for any losses, costs or expenses we incur because of your use of an ATM service that we do not operate. If you use an ATM that is not a participating merchant, you must contact the merchant directly. We are not liable for any losses, costs, or expenses we incur because of your use of an ATM service that we do not operate. This Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we are not liable for any losses, costs, or expenses you may suffer by virtue of acting on information furnished with your account, which is based on your access codes.

EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

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c. Direct Deposit. If you have arranged to have a direct deposit made to your account, you hereby authorize any person who deposits funds into your account from any third party, such as a credit bureau or merchant; if your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may proactively or on your request transfer funds from any joint account owner, make any transaction permitted under this Agreement.

You are liable to us for any losses, costs or expenses we incur because of your use of an ATM service that we do not operate. If you use an ATM that is not a participating merchant, you must contact the merchant directly. We are not liable for any losses, costs, or expenses we incur because of your use of an ATM service that we do not operate. This Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we are not liable for any losses, costs, or expenses you may suffer by virtue of acting on information furnished with your account, which is based on your access codes.

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c. Direct Deposit. If you have arranged to have a direct deposit made to your account, you hereby authorize any person who deposits funds into your account from any third party, such as a credit bureau or merchant; if your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may proactively or on your request transfer funds from any joint account owner, make any transaction permitted under this Agreement.

You are liable to us for any losses, costs or expenses we incur because of your use of an ATM service that we do not operate. If you use an ATM that is not a participating merchant, you must contact the merchant directly. We are not liable for any losses, costs, or expenses we incur because of your use of an ATM service that we do not operate. This Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we are not liable for any losses, costs, or expenses you may suffer by virtue of acting on information furnished with your account, which is based on your access codes.

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c. Direct Deposit. If you have arranged to have a direct deposit made to your account, you hereby authorize any person who deposits funds into your account from any third party, such as a credit bureau or merchant; if your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may proactively or on your request transfer funds from any joint account owner, make any transaction permitted under this Agreement.

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c. Direct Deposit. If you have arranged to have a direct deposit made to your account, you hereby authorize any person who deposits funds into your account from any third party, such as a credit bureau or merchant; if your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may proactively or on your request transfer funds from any joint account owner, make any transaction permitted under this Agreement.

You are liable to us for any losses, costs or expenses we incur because of your use of an ATM service that we do not operate. If you use an ATM that is not a participating merchant, you must contact the merchant directly. We are not liable for any losses, costs, or expenses we incur because of your use of an ATM service that we do not operate. This Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we are not liable for any losses, costs, or expenses you may suffer by virtue of acting on information furnished with your account, which is based on your access codes.

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c. Direct Deposit. If you have arranged to have a direct deposit made to your account, you hereby authorize any person who deposits funds into your account from any third party, such as a credit bureau or merchant; if your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may proactively or on your request transfer funds from any joint account owner, make any transaction permitted under this Agreement.