



Electronic Funds Transfer Agreement & Disclosure

If you apply for and receive an ATM and/or Debit card ("Card") from us, or you request and we agree to provide, any preauthorized electronic funds transfers to or from your account, you agree to the following terms: You may be assigned a personal identification number ("PIN") to use in making such transfers. Your use of the electronic funds transfer services you have requested will confirm your agreement to these terms. These terms apply only to accounts used for personal, family or household purposes.

Available Electronic Funds Services

Types of services: Home Banking, Online Bill Payment, Card/PIN Transactions. With these services, you may:

- Withdraw funds from your checking or savings account.*
- Make deposits to your checking or savings account.*
- Transfer funds between your checking and savings accounts whenever you request.*
- Inquiries about your balance in your checking or savings accounts.*
- Pay for purchases at places that have agreed to accept the Card/PIN, or pay your bills online.
- Some of these services may not be available at all terminals.

* Beacon HSA Debit Cards are limited access cards, authorized for qualified purchases only. The HSA Debit Card cannot be used at ATMs or for POS transactions requiring a PIN.

Electronic Check Conversion

You may authorize a merchant or other payee to make a onetime electronic payment from your checking account using information from your check to:

- Pay for purchases.
- Pay bills.

Other Electronic Funds Transfer Services:

- You make authorized direct electronic deposits to, and preauthorized transfers or withdrawals from, your account.

Limitations on frequency of transfers

- You may not make more than six (6) preauthorized transfers or withdrawals from your savings or money market account each month.

Limitations on dollar amounts of transfers

- You may withdraw up to \$1,000 cash per day from an ATM. **
- We have a limit of \$10,000.00 for all funds transfers with the exception of cash withdrawals from ATMs. **

** Not valid for HSA Debit Cards.

Fees and Charges

We will charge you, and you agree to pay, all fees and charges disclosed in the Fees and Charges Schedule provided to you at the time of account opening for:

- **Surcharge fees:** When performing any transaction at an Automated teller machine (ATM) that is not owned by Beacon Federal or on the Allpoint network, you will be charged a *surcharge fee*. *Surcharge fees* may also be charged by the operator of the ATM for any transaction (even if the transaction was not completed). In addition, you could be charged by any national, regional, or local network used to complete the transaction. *Surcharge fees* can be charged to both ATM and Debit Card transactions.
- **Transaction fees:** In addition to *surcharge fees*, use of your Debit Card could result in *transaction fees*. In any month, you may perform up to 10 PIN based transaction at no cost to you. Your 10 free PIN based transactions are a combination of Point of Sale, foreign (non-Beacon) ATM and Allpoint ATM transactions. Once you have performed 10 such PIN based transactions in one

month, you will be charged a fee for each PIN transaction in excess of the 10. *Transaction fees* do not apply to ATM transactions at a Beacon-owned terminal, or to Debit Card transactions during which you select "Credit" as the method of purchase (merchant purchase transactions that may require your signature for authorization). *Transaction fees* do not apply to transactions performed with an ATM card.

- **Cross Border Fee:** When using your Debit Card outside of the United States, MasterCard will charge you a fee that is a percentage of your purchase amount.
- **Replacement fee:** If you lose your card and request a replacement, you will be charged a fee for the new card.

Documentation

- Periodic statements.** You will get a monthly account statement unless there are no electronic transactions in a particular month. In any case, you will get the statement at least quarterly.
- Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.
- Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every sixty (-60) days from the same person or company we will let you know if the deposit is [not] made. The person or company making the deposit will let you know every time they send us the money. You can call us at 315-433-0111 to find out whether or not the deposit has been made.

Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, 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 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 our agreement with you.

Preauthorized Transfers

- Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (315) 433-0111, or write to us at 6611 Manlius Center Road, East Syracuse, NY 13057 in time for us to receive your request three (3) business days or more before the 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 and you agree to pay, all fees and charges disclosed in the interest, fees and charges schedule

provided to you with this agreement and disclosure for each stop-payment order you give.

- b. **Notice of varying amounts.** If these regular payments may vary in amount, we (the person you are going to pay) will tell you, ten (10) days before each payment, when it will be made and how much it will be.
- c. **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 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.

Disclosure of Account Information to Third Parties

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

- 1) where it is necessary for completing transfers;
- 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- 3) in order to comply with government agency or court orders; and
- 4) if you give us your written permission.

Business Days

Our business days are Monday through Friday.

Liability for Unauthorized Transfers

Tell us **AT ONCE** if you believe your Card/PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all 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/PIN without your permission.

Your liability for unauthorized use shall not exceed (i) \$50.00 if you have exercised reasonable care in safeguarding your card from risk of loss or theft. (For MasterCard debit transactions, they have a flat-out \$0 liability, no matter how long the notification policy is, assuming no fraud is involved); and you have not reported two (2) or more incidents of unauthorized use to us in the immediately preceding twelve (12) month period; and the account to which transactions initiated with your card are posted is in good standing; or, (ii) if these conditions have not been met, the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us as described below.

If you do **NOT** tell us within two (2) business days after you learn of the loss or theft of your Card/PIN, and we can prove we could have stopped someone from using your Card/PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Contact in event of unauthorized transfer:

Telephone us at (315) 433-0111 or write us at 6311 Court Street Road, East Syracuse, NY 13057, or E-mail us at beacon@beaconfederal.com

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

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (315) 433-0111 or write us at 6311 Court Street Road, East Syracuse, NY 13057 or E-mail us at beacon@beaconfederal.com 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any).
- 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 that you 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 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 errors involving new accounts, (opened less than thirty (30) days), point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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.

Address and Telephone Number

If you believe your Card/PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

Telephone us at (315) 433-0111 or write us at 6611 Manlius Center Road, East Syracuse, NY 13057, or E-mail us at beacon@beaconfederal.com