



P.O. Box 95410  
Albuquerque, NM 87199



### **ELECTRONIC SERVICES AGREEMENT AND FUNDS AVAILABILITY DISCLOSURE**

This is your Electronic Services Agreement and Disclosure. It includes necessary Federal statements as required by the Electronic Funds Transfer Act (15 U.S.C. 1693 et seq.), our Personal Identification Number (PIN) and/or access code requirements, and rules on any checks you authorize to be processed electronically ("E-Check"). Please be certain to read this agreement and disclosure carefully and notify us at once if any parts are unclear.

**P.O. BOX 95410  
ALBUQUERQUE, NM 87199  
(505) 243-6751**

In this Agreement the reference to "card" means any check card issued to you by us and any duplicates or renewals and "e-check" means any check which you authorize the payee to process electronically. If this is a joint account, read singular in the plural.

**DEBIT CARD, AUDIO RESPONSE  
SYSTEM AND E-CHECK AGREEMENT**

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This agreement applies to any electronic funds transfer made to or from your account(s) through the use of the following: (a) your card in an Automated Teller Machine (ATM) or at any place that your card is honored including those transactions made through the use of the appropriate PIN in conjunction with your card; (b) any check which you authorize the payee to process electronically; (c) our Personal Access Teller ("PAT") Audio Response System; and (d) our Flex Teller Online Banking System. An electronic funds transfer is any transfer of funds which is performed through the use of your card, e-check, our Audio Response System Service ("PAT") or any other electronic device. You understand that your card and any access codes or Personal Identification Numbers (PINs) are issued by us and are not transferable. The use of your card is subject to the following terms: you agree (a) to abide by our rules and regulations as amended related to the use of the card; (b) not to use your card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or Federal Law; (c) that we may follow all instructions given to machines; and (d) that you may make ATM withdrawals from your Share Draft/Checking Account and/or your Share/Savings Account that you may have with us up to a maximum daily amount (savings and checking combined) of \$400 for check card transactions provided you have enough money in your account(s). You may also make Point of Sale ("POS") withdrawals from your Share Draft/Checking Account up to a maximum daily amount of \$1,000 for check card transactions provided you have enough money in your account(s). The day for withdrawal limits starts at 12:00 a.m. the next business day. Weekends, including three day holidays, are considered "one business day". There are also certain limitations

on the frequency of use of your card each business day. These limitations are imposed and not revealed for security purposes. For purposes of this disclosure every day is considered a business day, except Saturdays, Sundays and holidays.

### **JOINT ACCOUNTS**

If this is a joint account, you agree to be jointly and severally liable under the terms of this Agreement. You understand that any account access device that is requested and approved will be mailed only to the primary account holder at the address that we have for you on file. We may refuse to follow any instructions which run counter to the provision.

### **ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND/OR SECURITY CODES**

You may be issued a Personal Identification Number (PIN) to be used for Electronic Funds Transfers in conjunction with your card. You may also be issued an Access Code to be used with PAT or online banking transactions. Your use of your PIN and/or Access Code is your authorization to us to withdraw funds from your primary Share/Savings Account or your Share Draft/Checking Account that you may have with us to cover such transactions.

### **TYPES AND LIMITATIONS OF SERVICES**

#### **CHECK CARD TRANSACTIONS**

You may use your card in conjunction with your PIN in ATM machines or such other facilities as we may designate. At the present time you may make the following types of transactions: (a) withdraw cash from your deposit account(s); (b) deposit money to your deposit account(s) (at designated CU Anytime locations only); (c) transfer funds between designated account(s); and (d) learn the balances in your deposit account(s) that you have with us. (Some of these services may not be available at all terminals.)

## **POINT OF SALE**

You may use your card to purchase goods and services at any business establishment where the card is accepted. If you use your card for such transactions, you authorize us to withdraw funds up to the available balance of your Share Draft Account(s) to cover such transactions, provided you have enough money in your account(s). Each withdrawal by you or by anyone else to whom you give your card or PIN may be charged to your account and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to your account in any order we determine and (2) We cannot honor stop payment requests on POS or VISA® check card withdrawals.

## **PAT TRANSACTIONS**

You may use PAT to make the following types of transactions on designated account(s): (a) transfer funds between your deposit account(s) (except IRA and Certificate Accounts) and/or loan account(s) and make payments on your loan account(s); (b) inquiries on account balances and loan data; (c) inquiries on dividends, loan rates and IRA contributions; (d) withdrawals from deposit account(s) that you may have with us; (e) transactions or inquiries on shares/deposits; (f) miscellaneous inquiries on Credit Union services that affect your account; and, (g) make loan requests. PAT operates 24 hours every day. If you attempt to call the system and are unsuccessful, please call back later when service is restored.

## **ONLINE BANKING TRANSACTIONS**

You may use our Online Banking System to make the following types of transactions on designated account(s): (a) transfer funds between your Deposit Account(s) (except IRA and Certificate Accounts) and/or Loan Accounts and payments on your Loan Account(s); (b) inquiries on account balances and loan data; (c) inquiries on dividends, loan rates and IRA contributions; (d) withdrawals from deposit account(s) that you may have with us; (e) transactions or inquiries on a share/deposit; (f)

miscellaneous inquiries on Credit Union services that affect your account(s); and (g) make loan requests. Flex Teller operates 24 hours every day. If you attempt to use the system and are unsuccessful, please sign on later when service is restored.

#### **BILL PAYMENT TRANSACTIONS**

You may use our Online Bill Payer Service by computer at [www.sfcunm.org](http://www.sfcunm.org) by using your user name and password and account numbers. You may access this service to make payments from your checking account(s) to third parties. (Some payments made by paper check or draft will not be subject to this Electronic Funds Transfer Disclosure. See your service agreement for details.)

Please refer to our Account Disclosure Fee Supplement for information about fees and limitations that may apply to these electronic fund transfers.

#### **E-CHECKS**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (a) pay for purchases and (b) pay bills.

#### **OTHER ELECTRONIC FUNDS TRANSFERS**

You may use other Electronic Funds Transfer services which may include pre-authorized deposits of your paycheck, automatic payroll deductions, and pre-authorized deposits of pension checks and other recurring payments or deposits.

#### **OWNERSHIP**

Your card and/or any other account access device will remain our property and may be canceled or its use restricted by us at any time without notice. You agree to surrender it and to discontinue its use immediately upon our request. You will be required to return any account access devices to us immediately upon the closing of your account.

### **NOTIFICATION OF PRE-AUTHORIZED DEPOSITS**

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If you have arranged to have direct deposits made to your account at least once every 60 days (from your employer, the Federal government or other payer), you can call PAT at (505) 243-3944 or (800) 243-8991 to find out whether or not the deposit has been made or log on to our Online Banking System at [www.sfcunm.org](http://www.sfcunm.org).

### **RIGHT TO STOP PRE-AUTHORIZED PAYMENTS**

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If you want to stop any pre-authorized payments, call us at (505) 243-6751 or (800) 880-7974 or write us at P.O. Box 95410, Albuquerque, NM 87199, in time for us to receive your stop payment request three business days or more before the payment is scheduled to be made. If you call, we may also require your request in writing. You must ensure we receive it within 14 days after you call. Such stop payment notice will apply only to that particular payment. To be sure that a third party does not bill you again for the "stopped" payment or to cancel the entire pre-authorization payment arrangement, contact the third party.

### **OUR LIABILITY FOR FAILURE TO STOP PAYMENT**

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If you order us to stop one of your pre-authorized payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for losses or damages to the extent provided by law.

### **TRANSACTION SLIPS**

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You can get a receipt at the time you make any transactions to or from your account (except for telephonic, online banking or mail-in transactions). When an electronic transfer has been made during any given month, you will receive a monthly statement to reflect all electronic funds transfers to or from your account during that statement period. In any case, you will receive a statement at least quarterly.

## **FEEES**

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We may assess reasonable charges against your account for certain transactions made to and from your account. If so, we will specify any such charges for these transactions, including automatic transfers, in the Account Disclosure Fee Supplement. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any other network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

In addition, if you use an ATM out of our network (a CU Anytime ATM or CO-OP Network ATM), you will be charged a fee for the use of this out-of-network ATM. Please refer to our Account Disclosure Fee Supplement for charges.

## **CONFIDENTIALITY**

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We will disclose information to third parties about your account or the transfers you make: (a) when it is necessary for completing transfers; (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (c) in order to comply with a government or court order; and (d) if you give us written permission to do so.

## **LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

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If we do not properly complete a transaction to or from your account according to this Agreement, we will be liable for your losses or damages. However, we will not be liable if: (a) your account does not contain enough money to make the transaction through no fault of ours; (b) the ATM where you are making the transfer does not have enough cash; (c) the terminal was not working properly and you knew about the breakdown when you started the transaction; (d) circumstances beyond our control prevent the transaction; (e) your card is retained by an ATM; or (f) your card or PIN has been reported lost or stolen and we have blocked the account.

### **LIABILITY FOR UNAUTHORIZED USE**

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Telephone us at once at (505) 243-6751 or (800) 880-7974 or write us at P.O. Box 95410, Albuquerque, NM 87199 if you believe your card or PIN has been lost or stolen. If you tell us the same day, you can lose no more than \$50 if someone uses your card or PIN without your permission. If you fail to tell us on the same business day after you learn of the loss or theft of your card or PIN and we can prove that we could have stopped someone from using your card or PIN without your permission if you had told us, then you could lose as much as \$500. Additionally, if your periodic statement shows transfers that you didn't make, you must tell us at once. If you fail to tell us within 60 days after we mail you the periodic statement, you could lose the entire account balance if we could have stopped someone from taking your money if you had given us notice in time. If a valid reason (such as a long trip or hospital stay) keeps you from giving us notice, we will extend the time periods.

### **IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS**

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Telephone us at (505) 243-6751 or (800) 880-7974 or write us at P.O. Box 95410, Albuquerque, NM 87199 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on your statement or receipt. We must hear from you no later than 60 days after we send you the first statement on which the problem or error appears. Tell us (a) your name and member number and (b) the dollar amount of the suspected error. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days we may not credit your account. We will tell you the results within three 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. If we have credited your account with funds while investigating an error, we will charge your account for those funds if we conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if your notice of error involves a new account. All references to 45 business days will be 90 business days if your notice of error involves an electronic funds transfer that: (a) was not initiated within a state within the U.S.; (b) resulted from a point-of-sale debit card transaction; or (c) if you notice an error involves a new account.

#### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Mark each transaction in your account record, but not while at the ATM or night deposit. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
2. Compare your records with account statements you receive.
3. Don't lend your check card to anyone.
4. Remember, do not leave your card at the ATM. Do not leave any documents at a night facility.

5. Protect the secrecy of your Personal Identification Number (PIN). Protect your check card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your check card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
6. Prevent others from seeing you enter your PIN by using your body to shield their view.
7. Promptly notify us if you lose your check card or if it is stolen. You should consult the other disclosures you have received about electronic funds transfers for additional information about what to do if your card is lost or stolen.
8. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit box facility (particularly if it is after sunset). At night, be sure that the facility (including parking area and walkway) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.

- 11, Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own locked car, home or other secure surrounding.
12. At a drive-up facility, make sure all car doors are locked and all windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
13. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

(SEE NEXT PAGE FOR "FUNDS AVAILABILTY  
DISCLOSURE")

## FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to all transactional accounts. Our policy is to make funds from your deposits available to you immediately. Electronic deposits will be available to you on the day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you and you have withdrawn funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your account. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal holidays. If you make a deposit with a teller on a business day that we are open, we will consider that day to be the day of deposit.

### ATM Deposits

Deposits made at ATMs not owned by Southwest FCU are subject to delay of up to four business days before funds are made available.

### LONGER DELAYS MAY APPLY

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In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposits will be available immediately. If we cash a check for you that is drawn on another institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$200 local check for you, \$200 of funds already in your account will not be available until the second business day after the day we cashed the check. If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises,

we will mail you the notice by the next business day. If you need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposited by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

#### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available to you on the next business day. However, the deposit must meet certain conditions. For example, checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be made available until the second business day after the day of the deposit.

**HOW TO FIND US:  
Albuquerque Branches**

Cherry Hills  
8111 Harper NE  
Albuquerque, NM 87111

Coors  
6100 Coors Blvd. NW, Suite J  
Albuquerque, NM 87120  
At Montano & Coors, north of Walgreen's  
in the Montano Plaza

24/7 Electronic Kiosk  
Located in the Alvarado Square Building  
414 Silver Ave. SW  
Albuquerque, NM 87102

**Farmington Branch**  
111 South Miller  
Farmington, NM 87401

**Telephone Numbers**  
(505) 243-6751 or (800) 880-7974

**Telephone Teller**  
(505) 243-3944 or (800) 243-8991

**Website**  
[www.sfcunm.org](http://www.sfcunm.org)

**E-Mail**  
[help@sfcunm.org](mailto:help@sfcunm.org)



Your best interest is our business. ®

