

ELECTRONIC FUNDS TRANSFER AGREEMENT

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL DISCLOSURE STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ).

Electronic Funds transfers are electronically initiated transfers of money from your accounts through the electronic funds transfer services described below. By signing a Membership Application requesting EFT services (or by signing a subsequent request for such services), each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B – Requirements for Remittance Transfers, and consequently, terms of this agreement may vary for those types of transactions. A “remittance transfer” is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

EFT SERVICES. If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

1. MASTERCARD DEBIT CARD. If approved, you may use your card and personal identification number (PIN) to access your account. You may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share and share draft account.

For one-time debit card transactions, you must consent to the Credit Union’s overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the separate “Overdraft Authorization and Consent” used to capture the your opt-in choice for overdraft protection and the Rate Addendum and Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts or approved overdraft protection accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and PIN in Automated Teller Machines (ATMs) of the Credit Union, AllPoint and ACCEL/Exchange networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- ❖ Make deposits to your share and share draft accounts.
- ❖ Withdraw available funds from your share and share draft accounts.
- ❖ Obtain balance information for your share and share draft accounts.
- ❖ Make loan payments from your share and share draft accounts, subject to your available balance.
- ❖ Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard, subject to your available balance.
- ❖ Order goods or services online or by mail or telephone from places that accept Mastercard, subject to your available balance.

The following limitations on Mastercard Debit Card transactions may apply:

- ❖ There is no limit on the number of Mastercard Debit Card purchases you make per day.
- ❖ Purchase amounts are limited to the available balance in your account.
- ❖ You may purchase up to a maximum of **\$1,000.00** per day.
- ❖ There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- ❖ You may withdraw up to a maximum of **\$500.00** in any one (1) day from an ATM machine, subject to your available balance.
- ❖ There is no limit on the number of POS transactions you may make in any one (1) day.
- ❖ You may purchase up to a maximum of **\$1,000.00** from POS terminals per day, subject to your available balance.
- ❖ For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.

See the section “Transfer Limitations” for information about additional transaction limitations that may apply.

Card Information Updating. If you have authorized a merchant to bill charges to your Card on a recurring basis, you authorize us to apply such recurring charges to the Card until you notify us that you have revoked authorization for the charges to your Card. It is your responsibility to notify the merchant in the event your Card is replaced, your Card information (such as Card number and expiration date) changes, or the account associated with your Card is closed.

As a service to our members, the Credit Union provides an information updating service. Through this service, updated Card information (such as Card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Your Card is automatically enrolled in this service, and if your Card is replaced or Card information changes, you authorize us, without obligation on our part, to provide the updated Card information to the merchant in order to permit the merchant to bill recurring charges to the Card. Updates are not guaranteed before your next payment to a merchant is due, and in the event your Card is replaced or your card information changes, you understand and agree that you are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated Card information to a merchant, please contact us.

ONLINE BANKING. If Online Banking is established for your accounts, you will be required to use secure login information to access the account(s).

At the present time, you may use Online Banking to:

- ❖ Withdraw available funds from your share and share draft accounts, subject to your available balance.
- ❖ Transfer available funds from your share and share draft accounts, subject to your available balance.
- ❖ Obtain balance information for your share and share draft accounts.
- ❖ Make loan payments from your share and share draft accounts, subject to your available balance.
- ❖ Access your Revolving Line of Credit accounts.
- ❖ Make bill payments to preauthorized creditors, subject to your available balance.

Your accounts can be accessed via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. 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 Online Banking transactions may apply:

- ❖ There is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one (1) day, subject to your available balance.

See the section “Transfer Limitations” for information about additional transaction limitations that may apply.

2. MOBILE BANKING. You must be set up for Online Banking before Mobile Banking can be installed. If you have not yet signed up for Online Banking, please call us at **716-662-1311** or **1-866-662-6727**. If Mobile Banking is established for your account(s), you will be required to use secure login information to access the account(s).

At the present time, you may use Mobile Banking to:

- ❖ Withdraw available funds from your share and share draft accounts.
- ❖ Transfer available funds from your share and share draft accounts.

- ❖ Obtain balance information for your share and share draft accounts.
- ❖ Make loan payments from your share and share draft accounts, subject to your available balance.
- ❖ Make bill payments to preauthorized creditors, subject to your available balance.
- ❖ Make Mobile Check Deposits according to the terms and conditions provided to you when you signed up for Mobile Banking.

Your accounts can be accessed via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. 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 Mobile Banking transactions may apply:

- ❖ There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- ❖ Mobile Check Deposit daily limits (**\$2,500.00** per deposit/**\$3,500.00** aggregate).

See the section "Transfer Limitations" for information about additional transaction limitations that may apply.

3. MOBILE DEPOSITS / MOBILE CHECK DEPOSIT. Using the Credit Union's Mobile App, you may take a picture of the draft or check you wish to deposit. Mobile deposits follow our Funds Availability Policy. Daily and monthly deposit amount and frequency limits may apply. There are some specific checks that Mobile deposits cannot recognize, for example: 3rd party checks, checks containing an alteration on the front of the check, checks which are fraudulent or otherwise not authorized by the owner of the account on which the check was drawn, checks payable jointly, unless being deposited into an account in the name of all payees, checks drawn on foreign financial institutions, checks not in U.S. currency. Drafts or checks that are not properly endorsed as follows will be declined for processing:

For Mobile Deposit Only
Great Erie Federal Credit Union
Your Account Number
Your Signature

You understand and agree that the remote deposit of items into your deposit Accounts with us through use of the remote deposit system are not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.) or Regulation E (12 CFR 1005.1 et seq.). The remote deposit of items is governed solely by the terms and conditions set forth in the Credit Union's separate remote deposit capture agreement provided to you separately.

4. BILL PAY. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay (Bill Payments) transactions may apply:

- ❖ There is no limit on the number of bill payments per day.
- ❖ Limit of **\$25,000** per bill, subject to your available balance.

See the section "Transfer Limitations" for information about additional transaction limitations that may apply.

5. PREAUTHORIZED EFTS.

a. Direct Deposit. Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept

direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share/share draft account.

- b. Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and share draft accounts.
- c. Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for preauthorized Electronic Fund Transfers will apply to all subsequent transfers, unless you withdraw the request.
- d. Stop Payments of ACH/Electronic Check Items Affecting Non-Consumer Accounts.** The stop payment order will remain in effect until the earlier of (1) the withdrawal of the stop payment order by the Receiver; (2) the return of the debit entry; or (3) six months from the date of the stop payment order, unless it is renewed in writing.
- e. Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment differs by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- f. Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer 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.

See the section "Transfer Limitations" for information about additional transaction limitations that may apply.

6. ELECTRONIC CHECK CONVERSION/ELECTRONIC RETURNED CHECK FEES. If you pay for something with a draft, you may authorize your draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

7. CONDITIONS OF EFT SERVICES

- a. Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be cancelled at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
- b. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- c. Foreign Transactions.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

A fee of up to 1.00% will be charged on all foreign transactions. A foreign transaction is any transaction that you complete, or a merchant completes on your card outside of the United States with no regard to the physical location of your card. This includes, but not limited to, ordering goods or services online or any other mobile device or App within the United States to a merchant located outside the United States with the exception of U.S. military bases and U.S. territories.

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 safekeeping 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 anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these 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 and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

9. Fees and Charges. There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

Refer to the separate Truth-in-Savings Disclosure, Rate Addendum and Schedule of Fees and Charges for current fees.

10. Third Party Accounts. If you link any of your accounts or services to a third-party app or payment service (including, but not limited to, ApplePay, PayPal, Zelle or Venmo) you understand and agree that these are not Credit Union services; and any transactions you make will be subject to your agreements with the app or service provider. You understand that these apps and services do not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the app or third-party service provider such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to a fraudster or the funds are otherwise misapplied. Further, you understand that funds transferred to/via a third-party App may not be federally or otherwise insured; and you assume all risks should your funds become unavailable for any reason.

11. Member Liability. If you believe your Card, Access Code or PIN have been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check you must contact us at once, by calling us at:

(716) 662-1311 or (866) 662-6727

or write to:

**Great Erie Federal Credit Union
4000 N. Buffalo Road
Orchard Park, NY 14127**

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 draft without your permission.

You could lose all of the money in your Account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50.00 if someone uses your Card, Access Code or PIN without your permission. If you fail to tell us within 2 business days after you learn of the loss or theft of your Card, Access Code or PIN and we can prove that we could have stopped someone from using your Card, Access Code or PIN without your permission if you had told us, then you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by Card, Access Code or PIN or other means, you will tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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

valid reason (such as a long trip or hospital stay) keeps you from giving us notice, we will extend the time periods.

Exception: You will have no liability for the unauthorized use of the Card as long as you used reasonable care in safeguarding your Card from loss or theft and, upon becoming aware of such loss or theft, promptly report that loss or theft to the Credit Union. **This exception does not apply to a transaction conducted with a Card that is: (a) issued to an entity other than a natural person; (b) issued for a commercial purpose, except to the extent that such exception shall apply to transactions conducted for a small-business program; and (c) issued to a person until such time as that person's identity is registered by or on behalf of the Credit Union in connection with such issuance, which registration may include customer identification program requirements.**

12. RIGHT TO RECEIVE DOCUMENTATION

a. Periodic Statements. Transfers and withdrawals made through any debit card 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 have the option to receive a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Mastercard Debit Card transaction with a participating merchant. A receipt may not be provided for certain small value transactions at POS terminals or with participating merchants.

13. DIRECT DEPOSIT. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling **(716) 662-1311** or **(866) 662-6727**. This does not apply to transactions occurring outside the United States.

14. ACCOUNT INFORMATION DISCLOSURE. We may disclose information to third parties about your account or the transfers you make.

- ❖ As necessary to complete transfers.
- ❖ To verify the existence of sufficient funds to cover specific transactions upon the request of a 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 provide personal information about you and your account that is necessary to provide you with the requested services(s).
- ❖ To comply with government agency or court orders; or
- ❖ If you give us your written permission.

15. CREDIT UNION 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events.

- ❖ If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- ❖ If you used your Card or access code in an incorrect manner.
- ❖ If the ATM where you are making the transfer does not have enough cash.
- ❖ If the ATM was not working properly and you knew about the problem when you started the transaction.
- ❖ If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- ❖ If the money in your account is subject to legal process or other claim.
- ❖ If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- ❖ If the error was caused by a system of any participating ATM network.
- ❖ If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.

- ❖ If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- ❖ If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- ❖ Any other exceptions as established by the Credit Union.

16. NOTICES. All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. If you have agreed to receive notices electronically, we may send you notices to the appropriate electronic address in the Credit Union's records. Notices from you to us will be effective when you have taken steps reasonably necessary to deliver the notice to us, whether in person, by telephone, or in writing. If you provide written notice, notice is considered given at the time you deposit the notice in the U.S. mail, postage prepaid, addressed to the Credit Union, or when you deliver it for transmission to us by any other usual means of transmission, including electronic means. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of EFT services are subject to existing regulations governing the Credit Union account and any future changes to those regulations.

17. SAFETY PRECAUTIONS. The following information is a list of safety precautions regarding the use of ATMs and Night Deposit Facilities.

- ❖ Be aware of your surroundings, particularly at night.
- ❖ Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- ❖ If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- ❖ Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- ❖ If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- ❖ If you are followed after making a transaction, go to the nearest public area where people are located.
- ❖ Do not write your personal identification number or code on your Card.
- ❖ Report all crimes to law enforcement officials immediately.
- ❖ Close the entry door of any ATM facility equipped with a door.
- ❖ Please direct any comments or complaints regarding ATM security to the Credit Union or the New York State Department of Financial Services at (800) 342-3736.

18. BILLING ERRORS. In case of errors or questions about electronic funds transfers from your share and share draft accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at:

(716) 662-1311 or (866) 662-6727

or write to:

**Great Erie Federal Credit Union
4000 N. Buffalo Road
Orchard Park, NY 14127
Fax: (716) 662-9475**

1. Tell us your name and account number.
2. Tell us the dollar amount of the suspected error.
3. Describe the electronic transfer you are unsure about and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.

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 has 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 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.

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.

* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

19. TERMINATION OF EFT SERVICES. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFT made prior to termination.

20. CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

21. BUSINESS DAYS. Our business days are Monday through Friday, excluding holidays.

22. ENFORCEMENT. You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

23. GOVERNING LAW. This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws and regulations of the state of New York, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union's main office is located.