



# **Landmark**

**C R E D I T   U N I O N**

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## **Electronic Funds Transfer and Debit/ATM Card**

### Disclosure and Agreement

This document contains important information about your Electronic Funds Transfer and Debit/ATM Card Disclosures. Please read it carefully.

If you have any questions regarding the contents of this document, please call 262-796-4500.

## **Electronic Funds Transfer and Debit/ATM Card Disclosure and Agreement**

**Definitions.** In this Disclosure and Agreement (“Disclosure”), the words “you,” “your” or “Member” mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure. The words “we,” “our,” “us” or “Landmark” means Landmark Credit Union. “Card” means your debit card and/or ATM Card issued by Landmark and any additional cards or renewals. “ATM Terminals” “ATMs” and “AATMs” means any terminal at which you may use your Card together with your Personal Identification Number (“PIN”) to perform transactions. “POS Transaction” means any use of the Card through the Visa® Network Terminal (not an ATM Terminal) to pay a merchant for goods or services at point-of-sale. “ATM System” means the system of ATM Terminals located in Wisconsin and elsewhere through which you may use the Card.

All electronic funds transactions are governed by this document and your acceptance, retention or use of an ATM Card, debit card or other electronic funds transaction confirms your receipt of and agreement with the terms described below.

Landmark provides several types of services that may be accomplished by electronic transfer, which include but are not limited to pre-authorized deposits of wages (direct deposit), pension checks and Federal Recurring Payments (e.g. Social Security benefits); pre-authorized withdrawals for bill and other recurring payments; Automated Teller Machine (ATM) electronic fund transfer services at Landmark owned (“Proprietary”) ATMs and “Shared Network” ATMs and any other systems as may be added from time to time; Phone Banking via phone (“Phone Banking”); Digital Banking; Mobile Banking, and POS Transactions. This Disclosure is an addendum to and not a replacement of any other agreements, terms, conditions, rules and regulations applicable to your Landmark Accounts and services unless they are expressly modified by this Disclosure.

**Types of Available Transfers.** You may conduct the following types of transactions through Landmark’s electronic transfer services in the amounts and on the days you request:

1. Withdraw cash from and make deposits to your checking and/or savings Account;
2. Withdraw funds by check to be mailed to your address on record;
3. Authorize recurring payments and deposits;
4. Transfer funds between your checking and savings Accounts and to third party accounts at Landmark;
5. Pay for purchases at places that have agreed to accept the specific service;
6. Pay bills directly through Digital Banking from your checking Account;
7. Conduct person-to-person transfers through Digital Banking;

8. Make transfers for your Landmark loan payments.

Some of these services may not be available at all terminals or through all electronic services systems.

### **Limitations on Frequency and Dollar Amounts of Transfers.**

1. Withdrawals and transfers from any Account are limited to the amount of available funds in the Account plus any available credit, Overdraft Protection and Premium Overdraft funds.
2. Electronic transfers are not available on certain Accounts, such as IRA or Certificate.
3. Electronic transfers may be blocked or limited through certain electronic services on suspicion of fraud, if conducted in a high-risk area, if Phone Banking PIN or card is lost or stolen.
4. Bill Pay is limited to \$9,999.99 per payment and \$19,999.99 per day.
5. Use of the ATM Card at ATMs and AATMs is fifteen transactions per day including withdrawals, deposits, and inquiries.
6. The ATM withdrawal limit is \$1,000 per day, this limit also applies to AATM withdrawals. Transactions conducted with the AATM interactive teller feature may increase this limit. Types of available transfers may vary by terminal; temporary limits of \$250 may apply if the system is offline. For security reasons, there are limitations on the number and amount of transfers you can make using our ATMs and AATMs. ATM deposits are limited to \$5,000 per day; ATM Terminals or terminal operators may have additional limits on the amount of withdrawals or deposits.
7. POS PIN transactions are limited to \$3,000 per day; temporary limits of \$500 may apply if the system is offline. This limit does not apply to transactions at ATM terminals, but does apply to all other transactions where the card is used as an ATM card.
8. Card use for cash advances at either financial institutions or VISA® dedicated Terminals is limited to \$500 per day.
9. POS signature transactions are limited to \$3,000 per day; temporary limit of \$1,500 may apply if the system is offline.
10. POS PIN transactions are limited to 25 per day.
11. POS signature transactions are limited to 25 per day.

**Business Days.** Landmark's business days for the purpose of this disclosure are Monday through Friday, except holidays recognized by us and the Federal Reserve. ATMs, POS terminals, Phone Banking, Digital Banking and Mobile Banking are generally open, but not always accessible, 24 hours a day, 7 days a week.

**In Case of Errors or Questions About Your Electronic Services Transaction.** Call us at 262-796-4500 or write to us at:

Landmark Credit Union  
P.O. Box 510870  
New Berlin, WI 53151-0870

Do this immediately if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appears. You must:

1. Tell us your name and Account number;
2. Describe the error or the transaction 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; and,
4. Tell us, if you are willing, a phone number at which you can be reached, in case we need further information.

If you tell us orally, you are required to 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 the 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 (within 30 days after the first deposit into the Account was made) or POS 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.

Landmark will not be obligated to comply with the error resolution requirements of Regulation E of the Federal Reserve Board unless you notify Landmark of an error, orally or in writing, at the telephone number and address shown on this document.

**Your Right to Stop Pre-authorized Payment.** If you have authorized us in advance to make regular payments from your Account, you can stop these payments. To do so, you should call us or write to us using the telephone number or address provided in this Agreement in time for us to receive your request no less than three (3) business days before the next 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 your call. We will charge you for each Stop Payment or Revocation request; the most current fee amount is listed in the Fee Schedule. It is your responsibility to notify the third party to whom the payments were being made that you have revoked this payment authorization.

**Chargebacks.** As to any transaction which, (i) involves a sale of goods or services and is paid for directly through an ATM Terminal, or any remote terminal as defined in Wisconsin Statutes, (ii) involves a transfer of \$50 or more, (iii) does not involve a check or draft, or (iv) results in the extension of credit, we will reverse the transaction and credit the Account within 3 business days following the date of the sale and receipt of written or oral notice from you at the contact number or address provided in this Agreement.

Except as outlined in the paragraph above, you are not permitted to stop payment on any POS Transaction or cash withdrawal originated by use of the Card, and we have no obligation to honor any such stop payment request.

**Refunds for POS Transaction.** Cash refunds will not be made on any POS Transaction made with your Card. If the merchant involved with one of your POS Transactions gives you any credit or adjustment for the goods or services you purchased, the merchant will do so by processing a credit which we will apply to your Account. You must directly handle with the merchant any claim or defense with respect to goods or services purchased by a POS Transaction, and any such claim or defense asserted by you will not relieve you of your obligation to pay us the total amount involved in the POS Transaction in dispute plus any other appropriate charges we may be authorized to assess except: (a) you have the right to chargeback described in the preceding Chargebacks section (b) if the POS Transaction results in the extension of credit from us to you, you may have the right to assert a claim or defense against us, but only to the extent allowed by applicable law.

**Pre-authorized Credits.** If you have arranged with a third party (for example, the Social Security Administration) to make pre-authorized deposits to your Account at least once every sixty (60) days, that third party making pre-authorized deposits may have agreed to notify you every time the money is sent for deposit to your Account. You can also call us at the telephone number provided in this Agreement between 9:00 a.m. and 5:00 p.m. on any business day, or utilize the Phone Banking, Digital Banking or Mobile Banking at any time to determine whether or not the pre-authorized deposit has been made. A fee may apply if this inquiry is handled by a Landmark associate.

**Notice of Varying Amounts.** If your pre-authorized payment may vary in amount, the party who will receive the payment is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Our Liability for Failure to Stop Payment.** If you order us to stop your pre-authorized payment(s) no less than three (3) business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Our Liability for Failure to Make or Complete an Electronic Funds Transfer.** 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 and damages. However, there are some exceptions. For instance, we will not be liable if the following occurs:

1. Circumstances beyond our control (such as fire, flood, earthquake, electronic failure, malfunction or unavailability of central data processing facility, computer hardware or software systems, etc.) prevent the transaction, despite us taking reasonable precautions;
2. Through no fault of ours, you do not have enough available funds in your Account to complete the transaction;
3. The transaction would exceed the available Credit, Premium Overdraft or Overdraft Protection limit;
4. The funds in your Account are subject to a hold, legal process or other circumstances restricting transactions;
5. We have received incorrect or incomplete information from you or a third party (e.g. the U.S. Treasury, an automated clearing house, or a terminal owner);
6. The ATM, POS terminal, Phone Banking, Digital Banking, Mobile Banking or other electronic services system is not working properly and you knew about this breakdown when you started the transaction;
7. The ATM where you are conducting the transaction does not have enough cash, or cash in the requested denominations;
8. Your card has been reported lost or stolen, has expired, is damaged, is inactive due to non-use or is retained by us at your request;
9. Your ATM Card, Debit Card, Digital Banking, Mobile Banking or Phone Banking PIN or password has been entered incorrectly repeatedly;
10. The transaction is declined to protect the security of your Account and/or the electronic terminal or system;
11. There may be other exceptions stated in our agreement with you.

**Personal Identification Number (PIN) and Password.** You cannot use ATMs, Phone Banking, Digital Banking or Mobile Banking without an identification number, which we refer to as a PIN or Password. The PIN or Password is non-transferable and you are responsible for the safekeeping of your PINs or Passwords and for all transactions made by use of the PINs or Passwords. You should notify us immediately and send written confirmation if any of your PINs or Passwords are disclosed to anyone other than the joint owner of your Account. If you disclose any of your PINs or Passwords to anyone, you certify that you have given them access to your Account via the electronic system you are accessing and that you are responsible for any transactions.

The Card and PIN Number are provided solely for your use and

protection. You shall at all times: (a) safely keep Card and PIN Number and not permit anyone else to use them, (b) not record the PIN Number on the Card or otherwise disclose or make it available to anyone else, and (c) use the Card, PIN Number and ATM Terminals only as instructed and only for purposes authorized by Landmark.

**Your liability.** Tell us at once if you believe your Card, PIN or any other password or Account access device has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Calling us is the best way to keep your possible losses down. You can also contact us at the address listed in this Agreement. You could lose all the money in your Account and the available Credit, Premium Overdraft and Overdraft Protection funds. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if your Card/code is used without your permission. This zero liability policy does not apply to a commercial card, or if you have been grossly negligent or fraudulent in handling the Card. If you do not tell us within two (2) business days and we can prove that we could have stopped the unauthorized use of your Card/code, 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 the 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 good reason (such as a long trip or hospital stay) kept you from notifying us, we will extend the time periods.

If you believe that the Card or PIN Number has been lost or stolen or that someone has or may use your Card without your permission, call Landmark at 262-796-4500 during business hours, or 1-800-472-3272 during non-business hours or write to: Member Service Manager, Landmark Credit Union, P.O. Box 510870, New Berlin, WI 53151-0870.

**Right to Receive Documentation of Transfer.** (a) Terminal transfers. You can get a receipt at the time you make any transfer to or from your Account using an ATM Terminal or by making a POS Transaction. (b) Periodic Statements. Generally, you will receive a monthly Account statement for each month in which a transfer is made; at least you will receive a quarterly Account statement if no transfers are made.

**Electronic Check Conversion.** 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 pay for purchases or bills. Also, even when you give a check to a store cashier, the check may be processed through an electronic system that captures the Account information and the amount of the check. Once the check is processed, you'll be asked to sign a receipt and get a copy for your records. The merchant presents the processed check information to us electronically, and the funds are transferred into the merchant's account. Notice about

check information being processed electronically can be given to you in different ways: in a store, a merchant might post a sign at the register or give you a written notice. For a mailed check, the company might include the notice on your monthly statement or under its terms and conditions. The notice also should state if the merchant or company will electronically collect a fee from your Account - like a "bounced check" fee - if you have insufficient available funds to cover the transaction.

**Fees for Electronic Funds Transaction Services.** All current fees associated with electronic funds transactions are listed in the Fee Schedule and are subject to change. Relevant fees include the following: Stop Payment fee; NSF fee for declined transactions that exceed your ledger balance; Overdraft Protection fee, Returned Check fee, Paid Overdraft fee, Premium Overdraft fees, ATM or Debit Card Overdraft fee, ATM Withdrawal fee. Additional surcharges may be assessed by the individual machine owners. These surcharges will be disclosed at the machine itself. When you use an ATM Terminal not owned by us, you may be charged a fee by the ATM Terminal owner (or any network used) and you may be charged a fee for a balance inquiry even if you don't complete a funds transfer.

**Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your Account or transfers you make in the following instances:

1. When it is necessary to complete an electronic transaction or resolve errors or claims; or
2. To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or
3. To comply with a government agency or Court order, or any legal process; or
4. If you give us written permission.

**Change in Terms.** We may change the terms and fees for the services disclosed in this Agreement and may amend this Agreement from time to time. If you have an Account with us through which electronic transactions are being processed, you will receive written notice at least thirty (30) days prior to the effective date of the changes(s), or as otherwise provided by law. If, however, an immediate change in the Rules is necessary for security reasons, we may amend the Rules without such prior notice.

**Disclosure of Delayed Funds Availability.** We may place a hold for uncollected funds on an item that you deposit into your Account which could delay your ability to withdraw the funds. Please consult our Funds Availability Policy or contact a Landmark associate for further details.

**Termination of Electronic Funds Transaction Services.** You may, by written request, terminate your use of any of the electronic services. If you ask us to terminate your Account or the use of an ATM Card, debit card or any other access device, you will remain liable for subsequent transactions that are performed pursuant to your authorization.

**The following provisions only apply to Cards and Card transactions.**

**Card Ownership, Termination.** The Card remains our property and shall be surrendered to Landmark immediately upon request. We may terminate your privilege of using the Card and may withhold approval of any transaction any time.

**Use of Card.** You have asked Landmark to issue a Card and its replacements from time to time, at our option. You have also asked that the Card be encoded and validated so that the Card can be used to access your Account in the ways described in this paragraph. You may use your Card to perform the following transactions at ATM terminals, terminals marked with the Pulse® and Cirrus® logos, and such other terminals as we may designate to you from time to time: (a) withdraw cash from your Account, (b) make deposits to your Account, (c) transfer funds between your Accounts, (d) learn your balances, and (e) pay your Landmark installment loans. Some services may not be available at all terminals. Your Card may not be used for any transaction that is illegal under Federal, State or local law. Also, your Card may not be used for any Gambling, including Internet Gambling.

You may also use the Card to: (i) withdraw cash, and (ii) purchase goods and services in POS Transactions at places that have agreed to accept the Card.

**Refusal to Honor Card.** Landmark is not liable for the refusal or inability of any ATM Terminal to honor the Card or to complete a withdrawal from your Account, or for its retention of the Card. Landmark is also not responsible for the refusal of any merchant or financial institution to honor the Card or for its retention of the Card.

**Authorization to Debit or Credit Account.** Each time your Card is properly used, you authorize Landmark to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and Landmark is permitted to handle such drafts, orders and vouchers in the same way it handles authorized checks drawn on your Account.

**Deposits or Payments.** All deposits which Landmark has authorized through an ATM Terminal for deposit or payment will be held for collection for two business days following the day of deposit. The credit will be reversed if the deposit is not paid. If the reversal to an Account overdraws the Account, Landmark may charge all or part of the deficiency to any other Account at Landmark of any Member authorized to use the Card, and you shall pay to Landmark any deficiency which cannot be paid out of such Accounts.

**Overdrafts.** If use of the Card overdraws your Account, you will be notified, and you agree to make immediate payment to Landmark of the amount of any such service charges as we may impose. Whenever the Account is overdrawn, we have the right to return unpaid, any checks or other orders on the Account which are presented to Landmark and to assess service charges for making such returns. If your Account has Overdraft Protection, Premium

Overdraft or line of credit associated with it, terms and conditions contained in the applicable agreement will control with respect to overdrafts of your Account, regardless of whether they result from POS Transactions, cash withdrawals, use of checks, or any other card or device.

**Foreign Transaction Fee.** A transaction that takes place in a foreign country, including internet transactions initiated in the United States with a merchant who processes the transaction in a foreign country will be charged 1% of the U.S. dollar amount whether the transaction was made in U.S. dollars or was converted from a foreign currency. For transactions being converted from a foreign currency, Visa International will convert foreign currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate in effect one day before the date of the conversion, as applicable. The exchange rate is increased by one percent (1%) if the conversion is made in connection with a charge to an Account and decreased by one percent (1%) if the conversion is made in connection with a credit to an Account. The date of conversion by Visa International may differ from the purchase date and the posting date identified in the monthly statement for your Account. You agree to pay charges and accept credit for the converted transaction amounts in accordance with the terms of this paragraph.

**Limitations on Landmark's Responsibilities.** The ATM Terminals, the ATM System or any other system containing terminals at which the Card may be used are available for your convenience, and, except to the extent provided in this Agreement, Landmark is not liable for the unavailability or failure to operate of all or any part of any system. Except for its own negligence, Landmark is not liable for any personal injury or tangible property damage suffered or incurred by you through use or attempted use of the Card at any ATM Terminal. Except to the extent provided in this Agreement, Landmark is not liable for any loss, cost, damage or expense incurred by you by reason of malfunction of any part of any system or failure to complete any transaction which is caused by natural disaster, fire, strike, war, riot, act of God or any other cause beyond the control of Landmark and any other entity which is part of or is connected to any systems. Landmark is not liable for consequential damages.

**Joint Member Accounts.** Each Member who is a party to a joint Account hereby appoints the other Member as Member's attorney-in-fact with power to use the Card to make withdrawals from such Account. Each surviving Member shall indemnify Landmark for any tax Landmark may be required to pay under Wisconsin Statutes by reason of withdrawals or payments from the Account, after the death of a joint Member, to any person or to the surviving member in case of a joint Account.

**Limitations of Use of the Card.** You may not use the Card to: (a) request any transactions at an ATM Terminal if you know or are informed at the ATM Terminal, or by a clerk, that the ATM Terminal is malfunctioning or not operating, (b) attempt a transaction without the use of a Card and insertion of the correct

PIN furnished by Landmark, (c) attempt to initiate any transaction in connection with an Account which has been closed by you or by Landmark, or which is subject to legal process or other encumbrance, (d) request withdrawal or transfer of funds from an Account (i) if you have not opted-in for Premium Overdraft and the withdrawal or transfer would overdraw an Account or, if an Account is maintained in connection with Overdraft Protection, Premium Overdraft or line of credit, the funds available through those programs, (ii) in addition to any withdrawal which exceeds authorized limits as established and disclosed by Landmark, (e) deposit funds to an Account (i) by means of anything other than a transfer from one or the other of those two Accounts, cash or completed negotiable instrument payable in U.S. Dollars, dated within six months prior to the date of attempted deposit, drawn by or properly endorsed by you and in the amount which does not violate any restriction on the instrument; or (ii) in an amount in excess of any limitations imposed by the terminal operator, (f) obtain authorization of a check or draft which is (i) drawn by and payable to the order of someone other than the Member presenting the Card (unless payable to a merchant in a POS Transaction); (ii) not endorsed by the Member presenting the Card (unless payable to a merchant in a POS Transaction); (iii) not payable in U.S. Dollars; (iv) dated more than six months prior to date of transaction; (v) in violation of any stated restriction on check or draft (for example, not valid after 30 days); or (vi) for amount exceeding limits established and disclosed by Landmark, and (g) carry out any illegal transaction.

Neither Landmark nor any owner of the ATM Terminal is liable to you if the transaction is not completed and you have violated any of these rules.

**Other Agreements.** All terms, conditions and agreements which govern your Account (whether set forth in this Disclosure or Agreement or in any related rules and regulations or otherwise) also apply to the Card except where this Disclosure provides differently.

**Agreement to Comply with Rules.** Retention of, signature on or use of the Card constitutes agreement to comply with this Disclosure, as amended from time to time. This Disclosure and use of the Card will be governed by Wisconsin law.

**Goods or Services Purchased.** Landmark is not responsible for any goods or services you purchase with the Card except when the Card is used as a credit card and the purchase cost is \$50 or more and the transaction occurred in the same state as, or within 100 miles of, your address to which statements are sent.

**General.** To the extent permitted by law, you agree to pay reasonable costs, including attorneys' fees, in the event we sue you to enforce this Disclosure. This is binding upon your heirs, personal representatives and successors and if more than one, jointly and severally.



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