

First Federal of Lakewood

Electronic Funds Transfer Disclosure Statement

Regulations require that we disclose your rights and liability in the event of loss or theft of your STAR ATM Card or MasterMoney™ Card. This notification also pertains to the use of other electronic transfer services such as automatic payroll, telephone, internet transfers, direct deposits and preauthorized transfers. This agreement/disclosure explains your liability and protection regarding your STAR ATM Card and MasterMoney™ Card, electronic transfer services, pre-authorized transfers and checks converted to electronic transactions, such as POP (Point of Purchase), ARC (Accounts Receivable Conversion), and BOC (Back Office Conversion) that clear through ACH (Automated Clearing House).

If, after reading it, you are uncertain about any matter, we will be happy to explain it in person or by phone. Please read this agreement/disclosure now and keep it in your file for future reference.

1. Types of Electronic Fund Transfer (EFT) Services

A. You may use your STAR ATM Card or MasterMoney™ Card to access all your accounts related to your card and to perform the following types of transactions:

1. Automated Teller Machine (ATM) Transactions

a. STAR ATM Card and MasterMoney™ Card services:

1. Withdraw cash from checking and/or statement savings at any STAR or CIRRUS ATMs. Approximately every 24 hours you can withdraw up to 200.00 or the available balance in your account, whichever is less.

2. Deposit funds to your checking and/or statement savings account(s) within the state of Ohio at any First Federal of Lakewood ATM.

3. Transfer funds between checking and statement savings account(s) in the amount you request.

4. Inquire on the balance in your checking and/or statement savings account(s). **Since these balances are brought up to date once every business day**, they may not show some of the most recent transactions made to your checking and/or statement savings account.

5. Make periodic loan payments to First Federal of Lakewood accounts at any First Federal of Lakewood STAR automated teller machine location by enclosing your payment in the form of a check made payable to "CASH" or "First Federal of Lakewood". **Always** include the payment coupon or loan account number with the payment.

b. Your ability to perform the above transactions depends on the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or EFT network may not perform or permit all of the above transactions.

c. Transactions at non-First Federal of Lakewood ATMs may be subject to a surcharge assessed by the ATM terminal owner. A fee may also be imposed by the network switch used to conduct the transaction. In addition, a specific ATM or EFT network may not provide you with access to all of your accounts.

2. Point-of-Sale (POS) Transactions. You may use your STAR ATM Card or MasterMoney™ Card instead of a check to purchase goods and services from merchants who have agreed to accept your card as a means of payment. The amount of all purchases will be deducted from your checking account.

a. The First Federal of Lakewood STAR ATM Card can be used for POS transactions wherever you see the STAR, CIRRUS, or MAESTRO logos displayed. Approximately every 24 hours you may purchase goods and services up to \$200.00 or the available balance of your checking account, whichever is less.

b. The First Federal of Lakewood MasterMoney™ card can be used for POS transactions wherever you see the STAR, CIRRUS, or MAESTRO logos displayed as well as at merchants who accept MasterCard. Approximately every 24 hours you can purchase goods and services for

up to \$1,000.00 or the available balance of your checking account, whichever is less.

B. Pre-Authorized Transfers and Transactions. These services include direct deposit, pre-authorized debits, telephone, internet transfers, or transactions initiated through the use of a First Federal of Lakewood STAR ATM Card or First Federal of Lakewood MasterMoney™ Card using either an ATM or POS terminal.

1. Stop Payments.

a. If you have pre-authorized regular periodic payments out of your account(s), you can stop any of these payments by notifying First Federal of Lakewood at (216)529-2700, toll free (800)966-7300 or by writing to: First Federal of Lakewood, 14806 Detroit Avenue, Lakewood OH 44107-3988. We must receive your request 3 business days or more before the payment is scheduled to be made. If you call, we also require that you send a written request within 14 days after your call. Please refer to the First Federal of Lakewood Fee Schedule to determine the charge for each stop payment order that we process.

b. You may **NOT** place a stop payment on a recurring debit card transaction authorized by you or any purchase transaction(s) conducted at a point-of-sale terminal or with your MasterMoney™ Card.

2. Notice of Varying Amounts. If you make automatic payments which may vary in amount, the person you are going to pay will notify you 10 days before each payment, stating the scheduled date and amount of the transfer. You may choose instead to get this notice only when the amount would exceed a limit that you set.

3. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and we fail to do so, we will be liable for your losses or damages.

4. No more than a total of six (6) pre-authorized debits, telephone, and internet transfers may be made from a savings account per month.

C. Electronic Check Conversions. 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:

1. Pay for purchases.
2. Pay bills.

2. Your Liability. Please contact First Federal of Lakewood AT ONCE if you believe your STAR ATM Card or personal identification card has been lost or stolen. If you contact us within 2 business days, you can lose no more than \$50.00 or the amount of money or value of property or services obtained from the unauthorized transfer(s) before we are notified, if someone used your ATM Card and/or PIN (Personal identification Number) without your permission. If you do not contact us within 2 business days, you can lose as much as \$500.00 or the amount of money or value of property or services obtained from subsequent unauthorized transfer(s) up to the \$500.00 limit, but only if it can be proven that we could have prevented the losses had you contacted us.

If you believe your MasterMoney™ Card or your personal identification number has been lost or stolen, **immediately** contact First Federal of Lakewood. **During non-business hours call 1-800-523-4175 to report your card lost or stolen.** You can limit your liability for the unauthorized use of your MasterMoney™ Card to \$0 (zero) if you meet all the following conditions:

1. You report the loss or theft of your MasterMoney™ card within two (2) business days of it being lost or stolen.
2. You demonstrate that you have exercised care with your MasterMoney™ card.
3. You have not reported two (2) or more incidents of unauthorized use on your Account within the preceding twelve (12) months and your Account is otherwise in good standing.

If you do not meet all of these conditions, your maximum liability for unauthorized use of your MasterMoney™ card is \$50.00.

Also, if your monthly statement shows transactions that you did not make, please let us know as soon as possible. State your name, account number, date, type and amount of error. A verbal notification requires a written notice to be received by us within 10 business days of verbal notice. If you do not contact us within 60 days after the statement was mailed to you, you may not get your money back after that time; if it is proven that your contacting us would have prevented those losses. If something prevents your contacting us (such as a long trip or a hospital stay) the time period may be extended.

3. Whom to Contact. If you believe your STAR ATM Card or MasterMoney™ Card has been lost or stolen or that an unauthorized transfer from your account has occurred or may occur, call: (216)529-2700, during business hours, or (216) 221-7308, 24 hours a day. Toll free is available on business days: (800)966-7300. Or write: First Federal of Lakewood, Savings Service, 14806 Detroit Ave. Lakewood, OH 44107-3988.

4. When We Are Open. Our business days at the Administrative Office are Monday through Friday, excluding legal holidays.

5. Your Responsibility and Authorized Use. By retaining or using a First Federal of Lakewood issued STAR ATM Card or a First Federal of Lakewood issued MasterMoney™ Card, you agree:

A. Your card remains the property of First Federal of Lakewood and may be canceled and its privileges revoked at any time without prior notice to you. You shall return the card to us upon demand, or it will be repossessed by us or our agent at any time.

B. To surrender the card and terminate this agreement at any time. Termination of this agreement by you will not be effective regarding your obligations incurred prior to the date your termination notice is received by us.

C. If we ever have to file a lawsuit to collect what you owe us, you will pay our expenses including attorney fees.

D. To abide by the rules and regulations of First Federal of Lakewood relating to the use of your card and the performance of any Electronic Fund Transfer (EFT) services.

E. To notify First Federal of Lakewood promptly by phone of the loss of your card and follow up in writing.

F. To be responsible for unauthorized use of your card as disclosed in the section above entitled "Your Liability."

G. If you use your card to access an account that is no longer available or lacks sufficient funds to complete the transaction, First Federal of Lakewood may, at its discretion, charge or credit the transaction to another account. Overdraft fees will be charged for transactions processed which result in non-sufficient funds.

H. First Federal of Lakewood's liability to you for not completing a transaction will be limited as set forth in the section below entitled "First Federal of Lakewood's Liability for Failure to Make Transfers."

I. First Federal of Lakewood has a right to refuse a transaction on your account(s) when your card has been reported lost or stolen or when First Federal of Lakewood reasonably believes there is unusual activity on your account(s).

J. You cannot use your card for a transaction that would exceed your statement savings or checking account balance. First Federal of Lakewood will not be required to complete any such transaction or any transaction that would exceed the daily authorization limit attached to your card, but if we do, you agree to pay First Federal of Lakewood the amount of the withdrawal or transfer upon request.

K. Never allow anyone to use, borrow or obtain your STAR ATM Card or MasterMoney™ Card and secret access code. By giving your card and secret code to another person, you take responsibility for all transactions made by that person or by anyone else to whom that person gives the card and secret code until you notify us to cancel your card and issue a new card.

6. Service Charges. Please refer to the First Federal of Lakewood Fee Schedule to determine charges associated with ATM and Point of Sale (POS) transactions.

7. Your Right to Receive Documentation of Transfer or Notice of Transactions. Unless noted at the ATM terminal, you will receive a receipt at the time you make any transfer to or from your account at STAR or CIRRUS ATMs and at POS terminals that accept your card each time you make a transaction. The receipt will indicate the location of the ATM or POS Terminal, the transaction date and type, the amount, and your card number (truncated in some cases). If you have arranged to have a direct deposit made to your account at least once every 60 days from the same person, company or governmental agency, you can call us at (216) 529-2700, use our telephone banking service "TellerPhone" at (216) 529-5600 or toll free (800) 966-8400, or use our online banking service at www.FFL.net to find out whether or not the deposit has been made. You will receive a statement of your checking account or statement savings account each month. In case of an electronic transfer occurring to a passbook savings account, if you bring the passbook to us, we will record any transactions made since the last time you brought in the passbook. Credit transactions are the only accepted electronic transfer to a passbook savings account.

8. First Federal of Lakewood's Liability for Failure to Make Transfers. If we do not properly complete a transfer to or from your account according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions where First Federal of Lakewood will not be liable, for instance:

- A. Through no fault of ours, your account does not contain enough collected funds to make the transfer or transaction.
- B. The transaction would go over the credit limit on your overdraft credit line.
- C. The ATM where you are conducting the transaction does not have enough cash.
- D. The ATM terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- E. Circumstances beyond our control (such as fire or flood) prevent the transfer or transaction.
- F. Your account has been closed or credit privileges have been terminated.
- G. The card being used has been lost or stolen and not reported.
- H. The transaction would exceed the limitations on dollar amounts of withdrawals as stated in the section above entitled "Types of Electronic Funds Transfer (EFT) Services."
- I. In the case of pre-authorized credits, the data from the third party is not received, is incomplete, erroneous, or the recipient is deceased.
- J. If the funds are subject to legal process or other encumbrances restricting such transfers or transactions.
- K. There may be other exceptions in our agreement with you.

9. Account Information Disclosure: We will not disclose information to third parties about your account(s) or the transactions that you make, except:

- A. As necessary for completing the transaction(s).
- B. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- C. To comply with government orders, court orders, or other authorized legal processes.
- D. If you give us your written permission.
- E. In connection with any authorization messages transmitted in Point of Sale transactions.

10. Cash Advances: If you were to use your credit card to obtain cash advances of any type at an ATM, it would be subject to all terms and conditions of all other agreements and disclosure statements where we had agreed to grant credit privileges to you.

11. In Case of Errors or Questions about Your Electronic Funds Transfers/Transactions.

A. Transaction Disputes: You may determine that a point-of-sale transaction has been incorrectly posted to your account. Generally, your first course of action should be to contact the merchant to resolve the discrepancy. If the situation cannot be resolved through the merchant, you should contact First Federal of Lake wood, at the phone number or address listed below, to dispute the transaction.

B. Resolution Procedures: Telephone us at (216)529-2700, or toll free at (800)966-7300, or write to First Federal of Lakewood, 14806 Detroit Avenue, Lakewood OH 44107-3988, as soon as possible, if you think your statement or receipt is incorrect, or if you need more information about a transfer or transaction listed on your account statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problems or error appeared. In order to dispute a debit card transaction, you must agree to cancel your card and apply for a new one.

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 and date of the suspected error. If you tell us verbally, we require that you also send us your complaint or question in writing within 10 business days. We will investigate your complaint and will correct any error promptly. In most cases we will take no more than 10 business days to complete our investigation. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If you believe that the error was the result of a foreign initiated transfer or a point of sale transaction, or if you have not been an accountholder with us for more than 30 days, we may take up to 90 calendar days to investigate your complaint or question. If we need more than 10 business days to investigate the error, we will credit your account within 10 business days, or 20 business days if you have not been a customer for at least 30 days, so that you will have the use of the money during the time it takes us to complete our investigation. When we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. If you would like copies of the documents that we used in our investigation, we will be happy to send them to you.