



MCU AUTOMATED SERVICES-TELEPHONE BANKING AGREEMENT

This agreement describes how to use the MCU Automated Services – Telephone Banking system and explain your rights and responsibilities as a Telephone Banking user (the “Agreement”). Your first use of Telephone Banking services will indicate your acceptance of this Agreement, whether or not you also previously agreed, or subsequently agree, in writing or electronically, to be bound by the terms of this Agreement. Since Telephone Banking services offer you access to certain MCU accounts, the Telephone Banking services are also governed by the MCU Rules and Regulations applicable to such accounts.

In this Agreement, the words “we,” “our” and “us” refer to MCU. The words “you” and “your” refer to you and all other owners of the accounts for whom Telephone Banking services will be made available. For additional terms and conditions applicable to your use of the Telephone Banking system, please see the Electronic Funds Transfer Disclosure Statement below.

MCU AUTOMATED SERVICES – TELEPHONE BANKING SYSTEM

Automated Services – Telephone Banking is an electronic voice response system through which you may make transfers, inquiries to and from certain of your MCU accounts. You access it through a telephone by using your account number, your secret Personal Identification Number (PIN) or voice if you have enrolled in our Voice Identification program and the last four (4) digits of your Social Security number. You may have already selected, your secret PIN. You acknowledged and understand that we do not know your PIN. Because anyone who has your account number, Social Security number and PIN can use a telephone to make Telephone Banking transactions for which you may be liable, you should guard the secrecy of your PIN. The PIN is for your personal use only. You agree not to allow another person to use it.

PERMISSIBLE AUTOMATED SERVICES - TOUCH TONE TELLER TRANSACTIONS

The Automated Services – Telephone Banking system allows you 24-hour access to certain MCU accounts. You may use your PIN or voice for the following purposes, subject to the system’s operational limitations, and to the extent allowed by law and this Agreement:

- (1) TRANSFERS** - You may make transfers from your Hero Savings Account or High Yield Savings Account to your Everyday Hero Account or Basic Share Draft Account, and likewise from your Everyday Hero Account or Basic Share Draft Account to your Hero Savings Account or High Yield Savings Account.
- (2) LOAN PAYMENTS** - You may make loan payments by transferring funds from your Hero Savings Account, High Yield Savings Account, Everyday Hero Account, or Basic Share Draft Account, to any of your MCU loan accounts.
- (3) BALANCE INQUIRIES** - You may make balance inquiries with regard to the following accounts:

- **HERO SAVINGS ACCOUNT**



- **EVERYDAY HERO ACCOUNT**
- **HIGH YIELD SAVINGS ACCOUNT**
- **BASIC SHARE DRAFT ACCOUNT**
- **HOLIDAY OR VACATION CLUB ACCOUNT**
- **MONEY MARKET ACCOUNT**
- **REGULAR AND IRA SHARE CERTIFICATE ACCOUNTS**
- **CERTAIN LOAN ACCOUNTS**

LIMITS ON MCU AUTOMATED SERVICES TELEPHONE BANKING TRANSACTIONS

Your PIN or voice may only be used to conduct transactions and access only those accounts we have approved in advance. You also agree not to use your PIN for a transaction that would cause the balance in a designated account to go below zero or that would cause a transfer from a type of account that you do not have. We are not required to complete any of these types of transactions, but if we do, you agree to pay us the excess amount or the improperly transferred amount immediately upon request. We may also limit or refuse to complete your Telephone Banking transactions when we have to for security reasons.

You may make an unlimited number of transfers from your Everyday Hero Account Basic Share Draft Account, or Hero Savings Account.

CHARGES FOR TELEPHONE BANKING SERVICES AND TRANSACTIONS

There are currently no charges imposed by MCU for use of the Telephone Banking system. However, you agree to pay, upon proper notice, any charges that MCU may later deem necessary to impose.

DOCUMENTATION OF TRANSFERS

You will receive your normal monthly statements on your Everyday Hero Account or Basic Share Draft Account. You shall also continue to receive quarterly statements on your Hero Savings Account or High Yield Savings Account. However, you will also receive a monthly statement on your Hero Savings Account or High Yield Savings Account if you have made withdrawals or transfers to or from this account during this month.



ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT IN CASE OF ERRORS OR QUESTIONS ABOUT AUTOMATED SERVICES – TELEPHONE BANKING TRANSACTIONS

If you think your statement is wrong, or if you need further information about a transfer listed on the statement, please: call us at (212) 693-4900; write to us at Municipal Credit Union, P.O. Box 3205, Church Street Station, New York, NY 10008-3205, Attention: Contact Center; or email us at branch@nymcu.org 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 or error appeared. When you contact us:

- (A) Tell us your name and account number (if any);
- (B) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- (C) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five

(45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all Telephone Banking transactions made by you or anyone else who uses your PIN with your knowledge or consent. You are also responsible for unauthorized use of your PIN to the full extent allowed by applicable federal and state law. In addition, any person other than yourself who uses your PIN is responsible for all transactions he makes and for all transactions made by others with his permission. This does not limit your own responsibility.



You agree to tell us at once if you believe your Telephone Banking PIN has been lost or stolen or used by some unauthorized person.

REPORTING UNAUTHORIZED USE

Tell us AT ONCE if you believe your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) (plus your maximum Overdraft Line of Credit).

If you tell us within two (2) business days after you learn of the loss or theft of your PIN, you can lose no more than fifty dollars (\$50) if someone used your PIN without your permission.

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

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

If you believe that your PIN has been lost or stolen, or that someone has transferred or may transfer money from your account(s) without permission, call or write us at the telephone number and address given above in the explanation on errors and questions.

PROCEDURES FOR NOTIFICATION

If you believe that your PIN has been lost or stolen or someone has made unauthorized withdrawals from your account without your permission, please call **(212) 693-4900** or write to us at:

Municipal Credit Union,
P.O. Box 3205,
Church Street Station, New York, NY 10008-3205.
Attention: Contact Center

For purposes of these disclosures, our business days are Monday through Friday between the hours of 8:00 a.m.. and 6:00 p.m.. EST. MCU is not open for business on the banking holidays published by the New York State Department of Financial Services.

CIRCUMSTANCES IN WHICH WE MAY DISCLOSE INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or other transfers you make for the following reasons when applicable:

- (A) Where it is necessary to complete a transaction; or



- (B) To verify the existence and condition of your account for a third party such as credit bureau or merchant; or
- (C) To comply with government agency or court orders; or
- (D) If you give us your written permission.

LIMITATIONS ON OUR RESPONSIBILITY TO YOU

We make every effort to ensure that your Telephone Banking transactions are completed on time and in the correct amount and we maintain procedures to prevent any interruption or problems in service. We, therefore, do not promise that Telephone Banking will always be available for use. If you properly instruct us to perform a Telephone Banking transaction involving a designated account and 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. We will not be liable, for instance:

- (1) if your account does not contain enough collected funds to cover the transaction;
- (2) if the use of funds in your account is restricted by legal process or other encumbrance;
- (3) if the Telephone Banking system was not working properly and you knew or should have known about the breakdown when you started the transaction;
- (4) if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions which we have taken;
- (5) if your PIN has been reported lost or stolen or used by an unauthorized person;
- (6) if we have reason to believe that you or someone else is using the Telephone Banking system for fraudulent or illegal purposes;
- (7) if you try to make a transfer from a type of account that you do not have, or
- (8) if either you or we have terminated this Agreement.

There may also be other exceptions to our liability by applicable law.

TERMINATING THIS AGREEMENT

You can terminate this Agreement by notifying us in writing and no longer using your PIN or voice. If more than one person is authorized to use MCU's Telephone Banking services on your accounts, or if another person has your PIN, we cannot stop that person from making transactions on your account(s) without terminating your Telephone Banking services. You agree to allow us twenty-four (24) hours to terminate Telephone Banking services after you give us notice. You remain responsible for Telephone Banking transactions during this time.

We can also terminate this Agreement at any time for any reason and without notice. For instance,



we may decide to discontinue Telephone Banking service entirely, or we may terminate your MCU Telephone Banking privileges for security reasons.

CHANGE OF TERMS

We can change the terms of this Agreement at any time. If the change restricts, limits or reduces your rights under this Agreement, we will give you twenty-one (21) days' notice by mail sent to the most recent address you have given us. However, if we must make an immediate change for security reasons or other reasons as permitted by law, we will make the change first and let you know no later than thirty (30) days after we make the change.

NOTICES

All notices from us will be effective from the time we mail or deliver them to the last address we have for you in our records.

COLLECTION EXPENSES

If we ever have to file a lawsuit to collect money which is due to us because of your Telephone Banking transactions, you will pay our costs and expenses including reasonable attorney's fees not to exceed 20% of the amount due or the highest amount permitted by law, whichever is less.

APPLICABLE LAW

Any questions under this Agreement will be decided by New York law. If any term of this Agreement cannot be legally enforced, the Agreement is to be considered changed to the extent necessary to comply with the law. We can delay enforcing any of our rights under this Agreement without losing them. The fact that we do not enforce our rights in one instance does not mean that we will not do so in another instance.

Eff. 02/10/2025