



**E.F.T.S.**  
Disclosure Statement For  
ATM Cards, Check & Cash Cards, Health Savings Account Debit Cards  
and Electronic Fund Transfer Services

## Disclosure Statement Electronic Fund Transfer Services

Your rights and responsibilities as a consumer who uses Electronic Fund Transfer (EFT) services are defined by the Electronic Fund Transfer Act (15 U.S.C. 1693, et seq) and Regulation E of the Federal Reserve Board. One of the requirements of this Act and the Regulation is that all financial institutions must make certain disclosures to EFT users.

### Customer Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your card or Personal Identification Number (PIN) has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit, if you have one. If you tell us within two business days, you can lose no more than \$50 if someone used your card without your permission.

If you DO NOT tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, 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 good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

In any event, your total liability for all unauthorized transfers will not exceed your maximum liability for ATM interchange transactions.

### The Telephone Number and Address for Notification in Event of Unauthorized Transfers

If you believe your card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call the phone number or write to the address shown on the last page of this disclosure statement. You should also call the number or write to the address shown on the last page of this disclosure statement if you believe a transfer has been made using the information from your check without your permission.

### Business Days

For purposes of these disclosures our business days are Monday through Friday. Holidays are not included.

### Types of Available Transfers and Limits on Those Transfers.

If you maintain checking or savings accounts with us, you may use your checking or savings accounts to receive electronic payments to you. You may also pay bills electronically from your checking or savings (if permitted) accounts in the amounts and on the days you request. You must contact the company receiving payment for further details.

- (1) Account Access-You may use your card or PIN to:
  - (a) Withdraw cash from your checking or savings account.
  - (b) Make deposits to your checking or savings account at FirstMerit ATM machines.
  - (c) Transfer funds between your checking or savings accounts whenever you request.
  - (d) Pay for purchases or make withdrawals from your checking account at places that have agreed to accept the card.
  - (e) Obtain cash advances.
  - (f) Pay bills directly from your checking or savings account in the amounts and on the days you request.
  
- (2) 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:
  - (a) Pay for purchase
  - (b) Pay bills

Some of these services may not be available at all terminals.

There are limits on the frequency and dollar amounts of transfers within any period using your card, as follows:

- (a) ATM cash withdrawals and transfers, and point-of-sale (POS) transactions are subject to the amount of available funds in your account. However, the Bank may, at its option, pay a ATM cash withdrawal or transfer, or a POS transaction that exceeds the available balance in your account. This may result in an overdraft account fee. Please refer to the current fee schedule for this charge.
- (b) .ATM cash withdrawals are subject to a maximum of \$300 per card per day unless otherwise stated in our agreement with you. Check &Cash Card point-of-sale (POS) transactions are subject to a maximum of \$4,000 per account each day unless otherwise stated in our agreement with you.
- (c) There may be limits on the number of point-of-sale transactions you can have each day.
- (d) For security reasons, there are other limits on the transfers you can make using our terminals or POS terminals.
- (e) Money Market deposit accounts are subject to the provisions of Regulation D which limit the number and frequency of third party payments.
- (f) Check & Cash Card's may not be used for internet gambling transactions.

Restrictions when using a FirstMerit Health Savings Account Debit Card:

- (a) ATM balance transfers are only permitted between FirstMerit Health Checking and FirstMerit Health Money Market accounts.
- (b) FirstMerit Health Savings Account Debit Card point-of-sale (POS) transactions are subject to a maximum of \$2000 per account each day.

## **Charges for Transfers**

- (a) We may charge you for certain types of transfers. Please refer to the current fee schedule for these charges.
- (b) When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
- (c) Transactions made in a country other than the United States using your FirstMerit ATM Card, Check & Cash Card, or your Health Savings Account Debit Card will be assessed a three percent (3%) fee by us. This fee will be assessed on all international transactions whether or not currency conversion is involved.

## **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or the transfers you make:

- (a) Where it is necessary for completing transfers, or;
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau, a merchant or another financial institution, or;
- (c) In order to comply with government agency or court orders, or;
- (d) If you give us your written permission, or;
- (e) As allowed by law or regulation.

## **Your Right to Receive Documentation of Transfers**

- (a) You can get a receipt at the time you make any transfer to or from your account using one of our ATM machines or a POS terminal.
- (b) If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, call the phone number shown on the last page of this disclosure to find out whether or not the deposit has been made.
- (c) You will receive a monthly account statement unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.
- (d) If you have a passbook account and bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

## **Your Right to Stop Payment of Pre-Authorized Transfers, The Proper Procedure for Doing So, Your Right to Receive Notice of Varying Amounts, and The Bank's Liability for Failure to Stop Payment**

Your right to stop payment and the procedure for doing so:

- (a) If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call the phone number or write to the address shown on the last page of this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may require that your request be put in writing and received by the bank within 14 days after you call. We will charge for each stop payment placed. Please refer to the current fee schedule for this charge.

Notice of Varying Amounts:

- (b) If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to receive this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Bank's Liability for Failure to Stop Payment:

- (c) If you order us to stop one of these payments 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.

The bank cannot accept stop payments on POS transactions.

## Bank's 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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- > If, through no fault of ours, you do not have enough money in your account to make the transfer.
- > If the transfer would go over your established overdraft protection credit limit.
- > If the automatic teller machine where you are making the transfer does not have enough cash.
- > If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- > If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

## Notice

### In Case of Errors or Questions About Your Electronic Transfers

Call the telephone number or write to the address below as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

(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 will require that you send us your complaint or questions in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

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

## Visa Currency Conversion Method

The exchange rate between the transaction currency and the billing currency used by Visa<sup>®</sup>USA for processing international transactions is the rate selected by Visa<sup>®</sup> from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

## Zero Liability Protection

If you use your Visa card to shop online, in a store, or anywhere, you're protected from unauthorized use of your card or account information. With Visa's Zero Liability policy, your liability for unauthorized transactions is \$0.

The Zero Liability policy covers all Visa credit and debit card transactions processed over the Visa network-online or off. The only transactions not covered under the Zero Liability policy are commercial card, ATM, and non-Visa-branded PIN transactions.

Notify us immediately of any fraudulent use. You should always regularly check your monthly statement for transaction accuracy. We may impose greater liability on the cardholder if we reasonably determine that the unauthorized transaction was caused by the gross negligence or fraudulent action of the cardholder-which may include your delay for an unreasonable time in reporting unauthorized transactions.

To report lost or stolen cards or  
unauthorized transfers, call or write

**1-888-554-4362 (toll free)**

**FirstMerit Card Control  
295 FirstMerit Circle  
Akron, Ohio 44307-2359**

In case of errors or questions about an  
electronic transfer, or to inquire about a  
pre-authorized deposit, or to place a  
stop payment, call FirstMerit at:

**1-888-554-4362 (toll free)**