

Member Telephone Service (MTS)

IMPORTANT INFORMATION

Federal Government REGULATION D restricts telephone initiated and pre-authorized withdrawals and transfers from savings type share accounts to no more than six (6) within a calendar month. If you attempt to exceed six (6), the transaction may reject and you should then call our office for assistance. YOUR CHECKING ACCOUNT IS NOT affected by THIS REGULATION.

Federal Government REGULATION E (Electronic Funds Transfer) requires that this special disclosure be provided to members. The Member Telephone Service is governed by the Electronic Fund Transfer Act of 1978. The following information is provided in accordance with this Act.

1. STATEMENTS: You will receive a statement of you account monthly.
2. NOTIFICATION OF UNAUTHORIZED TRANSFERS: If you believe that someone has transferred or may transfer money from your account without your permission, call (808) 737-4328 or write to the following address:
Pearl Hawaii Federal Credit Union
94-449 Ukee St.
Waipahu, HI 96797
3. BUSINESS DAYS: The Credit Union's business days are Monday through Saturday, excluding holidays.
4. CONSUMER LIABILITY: Tell us AT ONCE if you believe your code has been lost or stolen. Telephoning is the fastest way of notifying us. If you tell us within two (2) business days after you learn of the loss or theft of your code, your loss could be greater.
5. CREDIT UNION LIABILITY: The Credit Union shall be liable for losses and damages caused by:
 - A. Failure to make an electronic payment in time or for the correct amount in accordance with your authorization except in the following cases:
 - a. The member's account has insufficient funds through no fault of ours to complete the transfer.
 - b. The funds are subject to legal process or other encumbrances restricting such transfer
 - c. Such transfer would exceed an established credit limit.
 - d. If circumstances beyond our control (such as flood, fire, computer breakdown, or changes in our operation as required by (law) prevent the transfer, despite reasonable precautions we have taken.
 - B. Failure to make a transfer due to insufficient funds when the Credit Union failed to credit a deposit to a member's account which would have provided sufficient funds to make the transfer.
6. INFORMATION TO THIRD PARTIES: The Credit Union will furnish information to third parties about your account(s) or any electronically initiated transactions only in the following circumstances:
 - A. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
 - B. Where it is necessary for completing transfers
 - C. In order to comply with a government agency or court
 - D. You give us written permission
7. TERMS: The Credit Union reserves the right to change the terms and conditions upon which this service is offered. Reasonable notice of any change will be given before the change is initiated.

Member Telephone Service (MTS) Agreement and Disclosure

By completing and signing the attached application, I am applying for Pearl Hawaii Federal Credit Union's Member Telephone Service (MTS).

I understand that the Credit Union will assign a 4 digit access code for my initial log in but that I cannot use MTS without changing this access code, by calling (808) 73-PHFCU (737-4328). I further understand that the Credit Union will now have knowledge of my access code once I have already changed it, and as such, if it is lost, forgotten or misplaced, I will have to call the Credit Union and have it reset. This access code may be used for transfers within my account, inquiring about my account, and for other transactions as they become available.

I am responsible for the safekeeping of my access code and for all transactions by the use of MTS. I further understand that my access code is not transferable and I will not disclose it or permit any unauthorized use of it. If my access code is disclosed to anyone other than a joint owner of my account, I will notify the Credit Union immediately and send written confirmation. I understand that I am responsible for any transactions completed by anyone to whom I have disclosed my access code.

I waive all present or future claims against the Credit Union and release the Credit Union from all responsibility for loss or damage not caused by the Credit Union's negligence which I might incur through unauthorized use of my access code. If I default in any amounts I owe under this Agreement, I agree to pay all attorney fees and collection costs incurred by the Credit Union.

I understand that the Credit Union reserves the right to discontinue access to MTS without notice and will not be liable for failure to honor any MTS transactions. Transactions made through MTS are binding only after verification by the Credit Union.

Amendments to this Agreement may be provided to me, in accordance with applicable laws, without restatement of the terms. The use of MTS is subject to such other terms, conditions and requirements as may be established.

There is no charge for access to MTS at this time. The Credit Union reserves the right, however, to impose service charges at a future date if proper notice is given.

The total dollar amount of transactions by MTS is subject to limits set by the Credit Union, and sufficient verified funds must be available to satisfy transaction instructions. Transactions completed after the normal business hours each day may be posted to appropriate accounts on the next business day after the date of such transactions.