

# HOPEWELL FEDERAL CREDIT UNION

## "MAGIC" AGREEMENT

### IT IS AGREED THAT:

1. In this agreement the words "you" and "your" mean each person who signs this Agreement. The words "we", "us" and "our" mean Hopewell Federal Credit Union. The word "PIN" means your personal identification number. The word "Account" means those accounts with us which you may access by use of your PIN and the "MAGIC" system. The "MAGIC" system is an electronically automated system that may be accessed by a telephonic device through which, when used in conjunction with a PIN, an electronic fund transfer may be initiated.

2. You acknowledge that you have assigned your own PIN. You understand that we do not know your PIN and you agree that you are responsible for all transfers made by anyone who uses your PIN.

3. You will be responsible for all unauthorized transfers made from your Account by use of your PIN with the "MAGIC" system, subject to the limitations contained in applicable Federal law.

4. You will tell us at once if you believe your PIN has been lost or stolen or discovered by some unauthorized person. The fastest way to notify us is to telephone us at (740) 522-8311

5. We may terminate or cancel the use of your PIN with the "MAGIC" system at any time. We may give you notice of termination or cancellation, but we are not obligated to do so. Your PIN may not be used with the "MAGIC" system after we terminate or cancel, and you will discontinue its use immediately. You may terminate or cancel the use of your PIN with the "MAGIC" system by giving written notice to us at P.O. Box 2157, Heath, Ohio 43056-0157. Your written notice of termination or cancellation will become effective not later than the end of the first business day following our actual receipt of your notice. The termination or cancellation of the use of your PIN with the "MAGIC" system will not affect the liability by you prior to termination or cancellation.

6. You must maintain our minimum share balance requirement in order to use your PIN with the "MAGIC" system.

7. Except as changed by this Agreement, transactions initiated by the use of your PIN with the "MAGIC" system are subject to the rules and agreements covering your Accounts with us and this Agreement is made part of and supplemental to those rules and agreements.

8. You will pay any charges that may be approved by our Board of Directors for the use of your PIN with the "MAGIC" system. All approved charges will be paid in advance on the anniversary date of this Agreement and may, at our option, be charged against any account which may be accessed by use of your PIN. These charges will not be refunded nor pro rated.

9. You understand that your PIN when used with the "MAGIC" system may be used to, among other things, transfers funds between certain Accounts, withdraw funds from certain Accounts, make advances under certain Accounts and make payments to certain Accounts. For any transaction which initiates a withdrawal or loan advance, the proceeds of which are sent to you, we will mail (usually within two business days following the request) the sum requested, by way of a draft made payable to you, to the most recent mailing address listed on the Account.

10. Your PIN will be used only for the type of transactions and have access to only those Accounts that we have approved in advance. If through some error the use of your PIN with the "MAGIC" system permits you to withdraw funds from an Account that you should not be allowed to use, we may charge the amount involved to an Account that you can use.

11. Your PIN may not be used to overdraw an Account. If you do use your PIN to overdraw an Account, then you will owe us that amount (plus any service charge) immediately and we may, without having to tell you, either take what you owe us from any account you have with us or, if you have a loan with us, treat the amount overdrawn as a request for a loan advance. If the amount you owe us is not paid, we will be entitled to recover that amount along with any costs we incur in collecting it, including reasonable attorney's fees.

12. We have no obligation to monitor how your PIN is used or to notify you if we notice unusual activity with regards to any of your Accounts which may be accessed by use of your PIN.

13. Even though we believe that the "MAGIC" system will prove to be reliable, the system may not operate properly at all times. We, therefore, do not promise that the "MAGIC" system will always be available for your use. You will not attempt to make a transfer when the system tells you or other circumstances give you reason to believe that the system is closed or is not operating properly due to a technical malfunction or is otherwise unable to initiate the transaction you desire.

14. This Agreement may be changed at any time by mailing a copy of any changes to your last statement address. Changes will be effective on the date that we will mail them to you unless we are required, by Federal Law, to give you advance notice. Your use of your PIN with the "MAGIC" system after the effective date of any change will acknowledge your acceptance of it.

15. We can delay in enforcing any of our rights under this Agreement without losing them. The fact we do not enforce our rights in one instance does not mean that we will not do so in another instance.

16. This Agreement and all transactions under this Agreement will be governed by Ohio law and applicable Federal Law.

17. You hereby acknowledge receipt of a copy of this Agreement and the disclosures accompanying this Agreement.

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Member

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Account Number

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Date