

ELECTRICAL FEDERAL CREDIT UNION ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

The Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by Electrical Federal Credit Union (herein referred to as “Credit Union”). In this agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners or any authorized users. The words “we”, “us” and “our” means Electrical Federal Credit Union. The word “account” means any one or more share and share draft accounts you have with the Credit Union. Electronic funds transfers are electronically initialed transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

1. EFT Services

If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

- a) Instant Cash: If approved, you may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Instant Cash Networks and such other machines or facilities as the Credit Union may designate. At the present time, you may use your card to:
- Make deposits to your share and share draft accounts
 - Transfer funds from your share and share draft accounts
 - Obtain balance information for your share and share draft accounts
 - Make POS (Point of Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that carry Instant Cash Network logo(s).

The following limitations on the frequency and amount of ATM transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one day
- You may withdraw up to a maximum of \$500.00 in any one day, if there are sufficient funds in your account
- You may transfer up to the available balance in your accounts at the time of the transfer
- See Section 2 for transfer limitations that may apply to these transactions

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b) Instant Cash: You may use your Card to purchase goods and services from participating merchants. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state or local law. Funds to cover your Card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment on any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Instant Cash Networks and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your share and share draft accounts
- Withdraw funds from your share and share draft accounts
- Transfer funds from your share and share draft accounts
- Obtain balance information for your share and share draft accounts
- Make POS (Point of Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept
- Other goods or services by mail or telephone from places that accept Visa

The following limitations on the frequency and amount of Instant Cash transactions may apply:

- There is no limit on the number of Instant Cash purchases you make per day
- Purchase amounts are limited to the amount in your account
- There is no limit to the number of cash withdrawals you may make in any one day from an ATM machine
- You may withdraw up to a maximum of \$500.00 in any one day from an ATM machine, if there are sufficient funds in your account
- There is no limit on the number of POS transactions you may make in any one day
- You may transfer up to the available balance in your accounts at the time of the transfer
- See Section 2 for transfer limitations that may apply to these transactions

c) Access 24 (Audio Response): If we approve the Access 24 Audio Response access service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Withdraw funds from your share and share draft accounts
- Transfer funds from your share and share draft accounts
- Obtain balance information for your share and share draft accounts
- Make loan payments from your share and share draft accounts
- Determine if a particular item has cleared
- Verify the last date and amount of your payroll deposit

Your accounts can be accessed under the Access 24 Audio Response service via a touch-tone telephone only. Access 24 service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short period each day for data processing.

- There is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one day
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

d) Pre-Authorized EFT's:

- Direct Deposit. Upon instruction of (a) your employer or (b) the Treasury Department or (c) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share and/or share draft accounts.
- Pre-Authorized Debits. Upon instruction, we will pay recurring transactions from your share and share draft accounts.
- See Section 2 for transfer limitations that may apply to these transactions.

e) Access 24 PC Electronic EFT: If we approve the Access 24 PC Electronic access service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the Present time, you may use the Access 24 PC access service to:

- Withdraw funds from your Share and Share Draft accounts
- Transfer funds from your Share and Share Draft accounts
- Obtain balance information for your Share and Share Draft accounts
- Make loan payments from your Share and Share Draft accounts
- Share, Share Draft and loan accounts History (and all subsequent account types)
- Order Share Drafts
- Loan Application
- Credit Card Application

Your accounts can be accessed under the Access 24 PC Electronic access service via personal computer. Access 24 PC service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the accounts. All checks are payable to you as a primary member will be mailed to your address of record. We may set other limits on the amount of any transaction and you will be notified of those limits. We may refuse to honor any transaction for which you do have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access. Duration access is set at thirty (30) minutes, which then will require you to log back in.

- There is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one day
- See Section 2 for transfer limitations that may apply to these transactions

2. Limits on Withdrawals/Transfer

For all share accounts, no more than six (6) pre-authorized, automatic or telephone transfers and withdrawals may be made from these accounts to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.

3. Conditions of EFT Services

- a) Ownership of Cards: Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
- b) Honoring the Card: Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- c) Foreign Transactions: VISA: Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- d) Security of Access Code: You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties, you are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorized anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.
- e) Joint Accounts: If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
- f) Fees and Charges: There are certain fees and charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you as required by applicable law. PC Banking service is free of charge.

If you use an ATM not owned by us, the ATM operator or any network used to complete the transfer may charge you a fee (and you may be charged a fee for a balance inquiry). The fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

a) Instant Cash Fees:

- We do not charge for any POS transactions at the present time
- Annual Card fee of \$5.00
- Replacement card fee of \$5.00 per card
- Non-sufficient funds fee of \$20.00

- b) Instant Cash Fees—Debit Card:
 - We do not charge for any ATM withdrawals at the present time
 - We do not charge for any POS transactions at the present time
 - Annual Card fee of \$10.00
 - Replacement card fee of \$5.00 per card
 - Non-sufficient funds fee of \$20.00
- c) Pre-Authorized EFT Fees
 - Non-sufficient funds fee of \$20.00

4. Member Liability

You are responsible for all transaction you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe your Card or access code has been lost or stolen or if you believe someone has used your access code or otherwise accessed your accounts without your permission. 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 a transaction is made with your Visa check card without permission, and was either a VISA or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in handling your account. For all unauthorized use involving the loss of your Card or access device, or if you were grossly negligent in handling your account, your maximum liability for unauthorized use may be up to \$50.00.

Also, if your statement shows transfers that you did not make, 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 lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. This paragraph does not apply to unauthorized use of a VISA or MasterCard debit card, an ATM card or other access device. If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact the Credit Union. See the bottom of this agreement for phone number, fax number and address for contact.

5. Right to Receive Documentation

- a) PC Transactions:

You will receive a confirmation number after each transfer you make. You may print this screen for your information.

You have the right to receive a monthly periodic statement if any electronic transfer has occurred; your monthly statement will reflect all electronic transfers made.

All documentation provided to you, which indicates that an electronic funds transfer has been made, shall be acceptable evidence and proof that such a transfer was made.

b) Periodic Statements

Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions and Pre-Authorized EFT's will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

c) Terminal Receipt

You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal or Debit Card transaction with a participating merchant.

d) Direct Deposit

If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 303-428-5080. This does apply to transaction occurring outside of the United States.

6. **Account Information Disclosure:** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant
- To comply with government agency or court orders; or
- If you give us your written permission

7. **Business Days:** Our business days are Monday through Friday, excluding holidays.

8. **Credit Union 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your limit.
 - If you used your Card or access code in an incorrect manner.
 - If the ATM where you are making the transfer does not have enough cash.
 - If the ATM was not working properly and you knew about the problem when you started the transaction.
 - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
 - If the money in your account is subject to legal process or other claim.
 - If the funds in your account are pledged as collateral or frozen because of a delinquent loan.

- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction
- Any other exceptions as established by the Credit Union.

a) Stop Payment Rights

- You should not process an electronic PC funds transfer unless you are satisfied that you would not need to initiate a stop payment. The initiation, by you, of certain electronic funds transfers from your account will eliminate your ability to place a stop payment, except as otherwise provided in this Agreement.
- If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others; you may stop payment of pre-authorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days prior to the scheduled transfer date. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. To place a stop payment contact the Credit Union, phone number, fax number and address are listed at the end of this agreement.

b) Notice of Varying Accounts

If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice 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.

c) Liability for Failure to Stop Payment of Pre-Authorized Transfers

If you order us to stop payment of a pre-authorized transfer three (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.

9. Notices

- a) All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notices to you at least Twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
- b) The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities:
- Be aware of your surroundings, especially at night
 - Consider having someone accompany you when the ATN or night deposit facility is used after dark.

- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is complete, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your PIN (Personal Identification Number) or code on your ATM Card.
- Report all crimes to law enforcement officials immediately.

10. Billing Errors

In case of errors or questions about electronic funds transfers from your share and share draft accounts, contact the Credit Union 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 appears. See section 15 for the Credit Union's telephone number, fax number and address.

- 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 tell you the results of our investigation 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 the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.
- We will tell you the results within three (3) business days of 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.
- If you give notice of an error within thirty (30) days after you make the first deposit to your account; we will have twenty (20) business days instead of ten (10) business days.
- If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS (Point of Sale) transaction, or notice of an error involving a transaction initiated outside of the United States its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

NOTE: If an error you assert us an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days, unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit with ten (10) business days.

11. Termination of EFT Services

You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we have notify any participating merchants making pre-authorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further pre-authorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFT's made prior to termination.

12. Governing Laws

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Colorado and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

13. Enforcement

You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgement collection actions.

14. Amendments

The terms and conditions of this Agreement may be amended at any time. If amendment(s) results in higher costs or liability to you or stricter limitations on transfers that you make we will give you notice at least 30 days prior to the amendment effective date. However, if an immediate change is necessary for security reasons, we may make amendments in the terms and conditions without such prior notice.

15. Contacting the Credit Union: When you call or write tell us:

- a) Your name
- b) Your account number
- c) Other account number (which you have signing authorization)
- d) Describe the electronic transfer that you are unsure about
- e) Explain, as clearly as possible as you can, why you believe the Credit Union has made an error or why you need the information
- f) The dollar amount of the suspected error

Phone: 303-428-5080

Fax: 303-428-6602

**Write: Electrical Federal Credit Union
5080 W. 60th Avenue
Arvada, Co. 80003**

