

Electronic Funds Transfer Agreement and Disclosure

The following disclosures set forth your and our rights and responsibilities concerning electronic funds transfers. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options including Online Banking, direct deposits, automated teller machines (ATMs), MasterMoney Debit Card, and audio response (Phone Banking) services.

I. EFT Services

Automated Teller Machines (“ATMs”). You may use your Card and personal identification number (PIN) in ATMs of the Credit Union, The STAR Network, Cirrus Network, 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 Regular Share Account or your Checking Account.
- Withdraw cash from your Checking Account or Regular Share Account.
- Transfer funds between your Regular Share Account and your Checking Account.
- Obtain balance information for your Regular Share Account and your Checking Account.

Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security.

Pre-authorized Debits. You may make direct withdrawals from your account to a particular person or company at least periodically which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.

Phone Banking. If we approve your application for telephone access to your accounts under the Phone Banking service, you may use a telephone to access your account. You may select a personal identification number. You must use your PIN along with your account number to access your accounts. At the present time you may use the Phone Banking service to:

- Obtain balance information from all your share and loan accounts.
- Transfer funds between these same accounts (except certificates) including loan payments to any of your loan accounts.
- Withdraw funds from share accounts by check, made payable to you and mailed to you at your mailing address.
- Access your Personal Line of Credit Account. (Loan advance withdrawals will be subject to the loan agreements governing those accounts).
- Verify if a particular check has cleared your Checking Account(s).
- Verify the last date and amount of your payroll deposit.
- Give you tax information on dividends earned or interest paid on your accounts.

Online Banking. If we approve your application for Online Banking, you may use a personal computer to access your accounts. For Online Banking, you will need a personal computer with access to the Internet (World Wide Web). A valid email address is required to be set up for Online Banking. The online address for Online Banking is WVUnited.org. You may select a username and password. You must use your username and password to access your accounts. You are responsible for the installation, maintenance and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation or your computer.

At the present time, you may use Online Banking service to:

- Transfer funds between your Checking, Regular Share Account, Instant Access and Loan accounts.
- Transfer funds to accounts of other members you authorize for any of your accounts.
- Schedule recurring transfers from your checking or savings account to another WV United FCU checking, savings, auto loan, home equity loan or line of credit, personal loan or recreational vehicle loan account.

- Obtain account information related to any savings or loan account regarding current balance, checking history, dividends and rates, loan interest, payroll and automatic deductions.
- Make payments to merchants (payees), review bill payment history and change or cancel scheduled bill payments.
- Make loan payments from any savings or checking account to a loan account of yours.

Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to your Consumer Loan Agreement and Disclosures.

MasterMoney Debit Card. You may use your MasterMoney Debit Card to purchase goods and services any place MasterCard is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from your Checking Account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will not approve your purchase. Purchases and cash advances made in foreign countries will be deducted from your Checking Account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will not approve your purchase. Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by MasterCard, Inc. is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate MasterCard itself receives, or the government mandated rate in effect for the central processing date. In addition, you will be charged a Foreign Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

Electronic Check Transactions. You authorize us to honor any electronic check transaction and any re-presented check fee debit transaction you authorize ("electronic check transaction"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 5. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. Service Limitations

Automated Teller Machines.

Withdrawals. Cash withdrawals from ATMs can be made as often as you like. You may withdraw up to \$200 (if there are sufficient funds in your account) per day. For purposes of determining whether you have reached the daily limit, a day ends at midnight.

Deposits. Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

Transfers. You may transfer up to the available balance in your accounts at the time of the transfer.

Phone Banking

Your accounts can be accessed under Phone Banking via a TouchTone telephone only. Not all push button phones are TouchTone. Converters may be purchased for pulse and rotary dial phones. Phone Banking will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear, "For assistance, contact credit union office during business hours." While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from Regular Share accounts. Transfers from Regular Share accounts will be limited to six (6) in any one month. No transfer or withdrawal may exceed the available funds in your account. 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.

Online Banking. Online Banking is accessible seven (7) days a week, 24 hours a day, with the exception of limited downtime for maintenance and updates.

Transfers. You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a Regular Share Account or Instant Access account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Transfers to or from other financial institutions are limited to \$1,000 per transaction, up to \$3,000 per day. The number of transfers per day is limited to three.

Account Information. The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

E-Mail and Stop Payment Requests. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in 14 days unless confirmed in writing in accordance with your Membership and Account Agreement. Contact the Credit Union immediately regarding an unauthorized transaction or stop payment request.

Bill Payments. You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic and nonrecurring (i.e. payments on merchant charge accounts that vary in amount) or automatic and recurring (i.e. fixed mortgage payments). When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. We will process bill payment transfer requests only to such creditors as you authorize and for whom the Credit Union has the proper vendor code number. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous. The Credit Union will withdraw the designated funds from your account for the bill payment transfer by 5:00 a.m. on the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day of the date you schedule for payment.

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least eight (8) days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely payment authorization.

You may cancel or stop payment on periodic bill payments and automatic, recurring bill payment instructions under certain circumstances. If you discover an error or want to change a payment instruction (i.e. payment date or payment amount) for a periodic or automatic payment you have already scheduled for transmission through Online Banking, you may electronically edit or cancel your payment request through Online Banking. Your cancellation request must be entered and transmitted through Online Banking before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic, recurring bill payment transaction, not using Online Banking, the Credit Union must receive your oral stop payment request at least three (3) business days before the next payment is scheduled to be made. You may contact the credit union to request a stop payment. If you call, the credit union will require you to confirm your stop payment request in writing within 14 days after the call.

MasterMoney Debit Card. There is no limit on the number of MasterMoney Debit Card purchase transactions you may make during a statement period. MasterCard purchases are limited to the balance in your account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the MasterMoney

Check Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

3. Conditions of Account Use

The use of your Card and Account are subject to the following conditions:

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 have the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

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.

Security of Access Code. The personal identification code or access code ("access code") that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code that authority shall continue and you understand that person may use the Phone Banking/Online Banking services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

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 deposit or loan account 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 including, without limitation:

- To withdraw all or any part of the account funds.
- To deposit checks and other items payable to any joint account owners.
- To give stop payment orders on any EFT transfer, whether initiated by that account owner or not.
- To close any account with the disbursement of account proceeds as provided for in 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 or any account from any joint account owner. If the Credit Union believes there is to be a dispute between the account owners or receives inconsistent instructions from the account owners, the Credit Union may terminate all EFT services, suspend or close any account, require a court order to act, or require all account owners to agree in writing to any transaction concerning the account.

5. Member Liability. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or PIN and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For MasterMoney Debit Card purchase transactions, if you notify us of your

lost or stolen card you will not be liable for any losses provided that you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. In no event will you be liable for more than \$50 for unauthorized withdrawals from a line of credit account.

Also, if your statement shows EFTs 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 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. If you believe that someone has used your Card or PIN without your permission or you have lost your Card, call (304) 721-4145 or contact us electronically by sending an e-mail to CustomerService@WVUnited.org or write to WV United FCU, 3418 MacCorkle Ave SE, Charleton, WV 25304.

6. Business Days. Our business days are Monday through Friday. We are closed on all Federal Holidays.

7. Fees and Charges. There are certain charges for the EFT services as set forth on the Fee Schedule. The Credit Union reserves the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your Personal Line of Credit account, such transactions may be subject to charges under the terms and conditions of your Consumer Loan Agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction. You may not use the Card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

8. Right to Receive Documentation

a. Periodic Statements. All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter, unless your account is inactive. If you have an EFT transaction, you will receive a statement monthly. You may request that your statement be provided electronically.

b. Pre-authorized Credits. If you 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 use Phone Banking or Online Banking or you can call us at (304) 721-4145 to find out whether or not the deposit has been made.

c. Terminal Receipt. You get a receipt at the time you make any transaction using an ATM, POS terminal or MasterMoney Debit Card.

9. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. We will disclose information to third parties about your account or the transfers you make in the following circumstances:

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;

If you give us your written permission.

10. Credit Union Liability for Failure to Make Transactions. 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 actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking services, Bill Payment services, or Internet browser or access software. In this regard, although we have taken

measures to provide security for communications from you to us via the Online Banking and Bill Payment services and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.

If you used the wrong identification code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfer and bill payment transactions.

If your computer fails or malfunctions or if the Credit Union’s Online Banking system or any Credit Union Kiosk was not properly working and such problem should have been apparent when you attempted such transaction.

If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly.

If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.

If your account is frozen because of a delinquent loan or is subject to legal process or other claim.

If the error was caused by a system beyond the Credit Union’s control such as your Internet Service Provider, any computer virus or problems related to software not provided by the Credit Union.

If you have not given the Credit Union complete, correct and current instructions so the Credit Union can make a transfer or bill payment.

If the error was caused by a system of the ATM Network. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

If the accounts to which you request a bill payment transfer to be made have been closed or the vendor will not accept such payments.

If you have bill payment services, the Credit Union can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. The Credit Union is not responsible for investigating such errors.

If there are other exceptions as established by the Credit Union.

11. Termination of EFT Services. You agree that we may terminate this Agreement and your use of any EFT services, if you, or any authorized user of your account or access code breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or identification code.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

12. Preauthorized Electronic Funds Transfers

a. Stop Payment Rights. If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s) for money you owe them, you may stop payment of these preauthorized transfers from your account. You must notify the Credit Union orally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. Bill payment transfers you schedule and initiate under the bill paying service of Online Banking are not considered preauthorized EFTs under this Section. You may stop any bill payment transfer you schedule through Online Banking anytime prior to the transfer.

b. Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell us 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 only when the payment would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set.

c. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments 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.

13. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the Credit Union account and any future changes.

14. Billing Errors. In case of errors or questions about electronic funds transfers, telephone us at (304) 721-4145 and send us a written notice 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. In your notice:

Tell us your name and account number.

Describe 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.

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 tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety [90] days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days (five [5] business days for MasterMoney Check Card transactions) 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 ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

15. ATM Safety Notice. The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

Be aware of your surroundings, particularly at night.

Consider having someone accompany you when the ATM 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 completed, 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 ATM 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 personal identification number or code on your ATM card.

Report all crimes to law enforcement officials immediately.

I. Services

a. Visa Debit Card, ATM Card, and Buff OneCard. If we approve your application, you may use your Visa Debit Card, POS/ATM Card or Buff OneCard and PIN access code in automated teller machines of the Credit Union, at any CO-OP Financial Services, PLUS, VISA, Cirrus, STAR, or Minibank System electronic terminal and such other machines or facilities we may designate from time to time. The Cards may be used to purchase goods and services at POS terminals any place your Card is honored by participating merchants. Funds to cover your Debit Card or POS purchases will be deducted from your checking account. A Debit Card or POS purchase may be declined if the amount of purchase exceeds the available balance in your account at the time the authorization is requested. For a

Debit Card or POS purchase that has been authorized, if there are insufficient funds in your account at the time the transaction is processed by the Credit Union, the funds in your designated overdraft protection source may be used to pay these transactions. If the balance in your account is not sufficient to pay the transaction amount, your account may be subject to a fee as set forth in the Fee Schedule. Additionally the Credit Union may thereupon terminate all services under this Agreement. At the present time, you may also use your Card to make the following ATM transactions on your accounts:

- Make deposits to your savings and checking accounts.
- Withdraw cash from your savings and checking accounts, and overdraft line of credit source.
- Transfer funds between your savings, checking, and overdraft line of credit source.
- Obtain balance information for your savings or checking account.
- Transfer payments from your savings or checking to your designated overdraft line of credit source.

b. Direct Deposit and ACH. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security. You may authorize preauthorized debits to your account through ACH transactions. An ACH transaction drawn from a checking account may be covered by the overdraft protection source you selected if funds are available, and a fee may be charged as set forth in the Addendum to the Credit Agreement and Fee Schedule. If you overdraft your account by use of ACH, your account will be subject to a charge as set forth in the Fee Schedule and may be returned to the payer. You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, or your participation in the initiation of the processing of an electronic check transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. This can also happen when you provide information from your check or an account to another by telephone, internet, or otherwise, who then converts the information given to an electronic transaction, ACH or otherwise. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4, Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

c. Automated Phone Banking. If we approve the automated phone banking automated telephone access service for your accounts. You must establish and use a unique Username and Password to access your accounts through Elevations Online Banking. At the present time you may use the automated phone banking service to:

- Obtain account information such as: account balance(s), loan payoff(s), due date(s), check(s) paid, and other available account information.
- Perform account functions such as: change your PIN, make loan payments (except principal-only payments), transfer funds between accounts (savings, checking, and loan accounts as allowed).
- Request a check payable to you for mailing to your address on file from your savings or checking account.
- Other transactions as offered and permitted in the future.

d. Online Banking Services. Upon approval, you may use a computer to access your accounts. You must use your Username along with your Password to access your accounts. The online banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the online banking services may not be available due to system maintenance. You will need a computer, an internet connection and a compatible web browser (for a complete list of compatible browsers see ElevationsCU.com.) The online address for the online banking service is ElevationsCU.com. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the online banking service to:

- Transfer funds within the same account between your Savings, Checking, any Money Market and Loan accounts, including making principal-only mortgage loan payments.
- Initiate cross account transfers between your Savings, Checking, any Money Market and Loan accounts, including making principal-only mortgage loan payments.
- Review account balance, and transaction history for Checking, Savings, Certificates, any Money Market and Loan accounts.
- Change your Username, Password or electronic mail (Email) address.
- Schedule your transfers: as immediate, recurring or future dated.
- View or edit pending transfers, and view completed transfers.
- Initiate One Time and Recurring bill payment transactions from your Checking Account, or cancel pending Bill Pay transactions.
- Make stop payment or address change requests and other transactions permitted by the Credit Union.
- Assign a nickname to your accounts to make them easier for you to recognize within online banking.
- View pending Elevations Debit Card authorizations prior to them posting to your checking account.
- View copies of cleared checks.
- Access your eDocuments which include your periodic account statements (eStatements); eNotices (examples include but are not limited to: certificate maturing, negative balance fee, courtesy pay fee, Credit Card over limit, late payment fee, change in terms etc.); and year-end tax statements.
- Access your monthly Visa Credit Card and FlexLine Plus billing statements.
- Receive account Alerts.
- Communicate with the Credit Union using the Email feature on our website at ElevationsCU.com or through the Secure Message Center on the Self Service menu in online banking.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan account will be subject to your Loan Agreement and Disclosures, as applicable.

2. Service Limitations

a. Visa Debit Card, POS/ATM Card, and Buff OneCard.

- **ATM Withdrawals.** You are limited to withdrawing up to \$500 per day if there are sufficient funds in your account. If your Visa Debit Card transaction overdraws your account, you may be charged a Visa authorization fee as set forth on the Fee Schedule. For ATMs not owned by the Credit Union, there may be a limit of the amount you can withdraw at an ATM in any one day. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and the screen will say "System Unavailable" when the machine is not in service.
- **Transfers.** You may transfer between your regular savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.

- **Deposits.** You may make deposits only at designated ATMs that accept deposits; refer to the Credit Union website to obtain locations for ATMs that accept deposits. There may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.
- **Purchases.** When you authorize a purchase with your signature from a participating merchant, and we have accepted it, an account hold is placed in the amount of the purchase that reduces your account balance eligible for withdrawal. When you authorize a purchase using your PIN "access code" the amount of the purchase is immediately deducted from your account. No purchase may exceed the available funds in your account, unless authorized by the Credit Union. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. 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.

b. Automated Phone Banking Service Limitations. Your accounts can be accessed under automated phone banking via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. The audio response service is available for your convenience seven (7) days a week, 24 hours a day. This service may be interrupted for short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a savings or money market account. Transfers from a savings account made on automated phone banking will be counted as part of the six (6) transfer limit in any one month. No automated automated phone banking or other telephone transfer or withdrawal may exceed the available funds in your account. 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. 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. There is no limit on the number of transaction requests you may make during a single phone call.

c. Online Banking Service Limitations. The following limitations on online banking transactions may apply:

- **Transfers.** You may make transfers to your other accounts as often as you like. For Savings or any Money Market Accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephone, online banking, or automated phone banking transfers to another account of yours or to a third party during any calendar month. Of these six (6), you may make no more than three (3) transfers to a third party by check, Debit Card, or similar order. All Money Market Accounts are subject to additional account limitations and fees as outlined in the Truth and Savings Terms and Conditions Disclosure and Fee Schedule. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
- **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
- **Temporary Holds.** To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more, and are used to protect the Credit Union. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; Therefore, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover the your transactions.

- **Secure Email.** You may use secure Email available on our website at ElevationsCU.com or send us a message through the Secure Message Center in online banking. Email may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive Email communications that you send and the Credit Union will not take action based on Email requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4
- **Bill Pay Service.** Upon enrollment in the Bill Pay service, you agree to follow the requirements of the Bill Payment Service User Instructions, as listed below.
 - **Designated Accounts.** You must designate your Checking Account as the account from which payments that you authorize will be deducted. The Checking Account must be current and active with no restrictions. You will be given the ability to set up merchants, institutions or individuals to whom you would like to schedule payments. The following payments are prohibited: governmental agencies, tax payments, court ordered payments, and payments outside of the United States. We reserve the right to not allow the designation of a particular merchant or institution or other categories of payees that we establish from time to time using our electronic services.
 - **Authorized Payments.** When you transmit Bill Pay instruction to us, you authorize us to transfer funds to make the Bill Pay transaction from your Checking Account. We will have no obligation to initiate any payment if there are not sufficient funds in your designated account, but may in our discretion do so pursuant to any applicable overdraft agreements. Refer to the Fee Schedule for any applicable fee(s) on Non-sufficient Funds or Courtesy Pay items. We will process Bill Pay transfer requests only to those payees you have authorized and for whom the Credit Union has proper payee information. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.
 - You or any persons who you have authorized to use your online banking Username and Password can perform the following transactions:
 - Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount on a one-time payment from your Checking Account.
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4. Longer Delays May Apply

The Credit Union may delay your ability to withdraw funds deposited by check into the account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit check(s) totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as failure of communications or computer equipment.

The Credit Union will notify you if we delay your ability to withdraw funds for any of these reasons. We will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

5. Foreign Checks

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which they are drawn.

6. Deposits at ATMs and Shared Service Centers

Funds from any deposits (cash or checks) made at an ATM may not be available on the same business day received. When a hold is placed on an ATM deposit, the first \$2,500 of the deposit will be available on the first business day (refer to the ATM insert for our ATM locations). Deposits made at ATMs not owned by us may not be available until the fifth business day after the day of deposit. Availability of funds deposited at Credit Union Shared Service Centers, and all other checks will be treated the same as deposits made at our ATMs.

7. Special Rule for New Accounts

The following special rules may apply during the first thirty (30) days of opening an account for a new member. The funds from electronic direct deposits will be available on the day the deposit is received. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier, certified, teller's, traveler and federal, state and local government checks will be available on the next business day after your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If the deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

Immediate Availability of a Check. This regulation specifically states that in order for a check to be considered for immediate availability, certain conditions must be met. A check deposited must fit the following criteria:

- The check must be endorsed by the person to whom it was issued.
- The deposit must be in an account held by the payee.
- The deposit must be made to an employee of the Credit Union.