

AMERICA'S CREDIT UNION ELECTRONIC FUND TRANSFERS DISCLOSURES

DISCLOSURES

Note to Business, Association, and Organization Account Holders: The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfer Act and Federal Reserve Board Regulation E. The Act and Regulation do not apply to business, association, or organization Accounts. If you are a business, association, or organization Account holder, the disclosures below relating to liability for unauthorized transfers, credit union liability, and error resolution do not apply to you. Businesses, associations, and organizations are generally liable for all unauthorized use of a Card or PIN. The remainder of the following disclosures are provided for informational purposes only and are not intended to expand the scope or coverage of the Act or Regulation to business, association, or organization Accounts.

1. Electronic Services. The following electronic fund transfer services are available. Some of these services may not be available for all Accounts. You must request and be approved in advance for electronic fund transfer services. Some services may be subject to additional agreements.

VISA Check Card

Account Access – You may use your VISA Check Card and PIN at automated teller machines (“ATMs”) displaying the VISA logo to:

- Withdraw cash from your Checking Account
- Inquire as to the balance in your Checking Account

You also may use your Card and PIN by selecting “debit,” or your Card with a signature by selecting “credit,” to pay for point-of-sale purchases at locations that have agreed to accept the Card. Signature-based transactions do not require a PIN but may require positive identification. You also may use your Card, where accepted, for purchases made via phone and Internet. The Card has been enabled for non-VISA debit transaction processing on the PULSE, Co-Op, Credit Union 24, Select, and NYCE networks. Additional networks may also permit non-VISA debit transaction processing. If a merchant permits, you may choose to route point-of-sale Card payments through the foregoing networks. Such transactions do not require authentication with your PIN and are not covered by the benefits and protections in this Agreement and Disclosures that relate only to VISA Check Card point-of-sale transactions. Actions that may be required for point-of-sale transactions to carry VISA-associated benefits and protections include presenting the Card for payment at a VISA terminal and indicating that you do not wish the transaction to be processed as a non-VISA transaction. If a merchant offers the opportunity to route your Card payment as a non-VISA transaction, you will be advised and given an opportunity to indicate your preference when completing the transaction.

Transfer Limitations – You may use your Card to withdraw up to \$510 a day from ATMs, up to \$1,010 a day in PIN-based purchases, and up to \$7,500 or 20 transactions per day, whichever comes first, in signature-based transactions at point-of-sale terminals. Withdrawals are limited to the amounts available in your Account and are subject to any limitations imposed by the ATM owner/operators.

Access 24 Phone Banking System

Account Access – You may use your Access 24 PIN to:

- Transfer funds between your Checking and Savings Accounts and any other Accounts we permit
- Make Credit Union loan payments from your Checking and Savings Accounts
- Request that a check be mailed to your address on file for a withdrawal from your Checking or Savings Accounts or by a cash advance on your America's Credit Union Visa credit card. The minimum amount of check withdrawals is \$10 and the maximum amount is \$99,000.
- Obtain your recent Account history and balance information
- Obtain loan balance and interest paid
- Transfer funds to the accounts of up to five other account holders who are enrolled in Phone Banking.

Internet Home Banking, Electronic Bill Pay, and Mobile Banking

You may access your Accounts 24 hours a day at www.americascu.org with your Account number and PIN to:

- Transfer funds between your Checking and Savings Accounts and certain other Accounts we permit.
- Withdraw from your Checking or Savings Account or make a cash advance on your America's Credit Union Visa credit card by having a check mailed to your address on file. The minimum amount of check withdrawals is \$10 and the maximum amount is \$99,000.
- Obtain your recent Account history and balance information for your Accounts.
- Make payments on your loan accounts with us from your Checking and Savings Accounts.
- Make bill payments from your Checking Account to third parties we permit.
- Obtain the most recent interest or dividend payment information.
- Transfer funds to the accounts of up to five other account holders who are enrolled in Home Banking.

You must have access to Internet Home Banking in order to access the Electronic Bill Pay and Mobile Banking services. Internet Home Banking, including Electronic Bill Pay and Mobile Banking (collectively “Internet Home Banking”), may be unavailable from time to time for system maintenance. Your additional contractual arrangement with us for Internet Home Banking and any user Instructions may provide for additional terms, conditions, disclosures, and limitations. We reserve the right to set transaction limits on Internet Home Banking transfers, subject to notification as required by applicable law. We may terminate your access to Internet Home Banking if you do not actively use the services for a period six months or if any of your Accounts is not in good standing.

Direct Deposit and Preauthorized Withdrawal Transfers

You may make arrangements for certain direct deposits to be accepted into your Checking and Savings Accounts or to pay certain recurring bills from your Checking Accounts.

International ACH Debits and Domestic ACH Origination

You may make arrangements for certain international ACH debit transactions to be accepted to your personal Checking and Savings Accounts or to originate certain domestic ACH credit transfers from your personal Checking and Savings Accounts. These services are not available for business and organization Accounts.

Electronic Check Conversion

If you pay for something by check and the merchant or payee permits, you may authorize the merchant or payee to make a one-time electronic payment from your Checking Account using information from your check to pay for the purchase or to pay a bill. You may also authorize a merchant or payee to electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.

2. Fees. Please refer to our Fee Schedule accompanying this Agreement and Disclosures for disclosure of fees and charges that apply in connection with your use of our Electronic Fund Transfer Services. In addition to the fees disclosed on our Fee Schedule, when you use an ATM not owned by us or not in the SelectATM™ network, CO-OP network, or CU24 network of ATMs, you may be charged an additional fee by the ATM operator or any network used. And you may be charged an additional fee for a balance inquiry even if you do not complete a fund transfer.

3. Business Days. Our business days are Monday through Friday, excluding federal holidays.

4. Documentation.

(a) Terminal Transfers. You can get a receipt at the time you make any transfer of more than \$15 to or from your Account using an ATM or a point-of-sale terminal.

(b) Periodic Statements. You will receive a monthly Account statement from us for your Checking and Savings Accounts if there is electronic fund transfer activity on your Accounts during a given month. In any event, you will receive a statement for your Accounts at least quarterly.

(c) Direct Deposits. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at (972) 494-5328 or (800) 543-2811 to find out whether or not the deposit has been made.

5. Preauthorized Payments.

(a) Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So. If you have arranged in advance to make regular payments from your Account, you can stop any of these payments. Here's how:

Call us or write to us at the telephone number or address listed in these disclosures in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge a fee as set forth in our fee schedule for each stop payment order you give.

(b) Notice of Varying Amounts. If these regular payments may vary in amount, the person or company you are going to pay will tell you, ten 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 amount would fall outside certain limits that you set.

(c) Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

6. Contact in Event of Unauthorized Transfer. 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:

(972) 494-5328 or (800) 543-2811

Or write to:
America's Credit Union
Attn: Accounting Dept.
P.O. Box 469046
Garland, TX 75046-9046

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

7. Confidentiality. We will disclose information to third parties about your Account or 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 or merchant, or
- (c) In order to comply with government agency or court orders, or
- (d) If you give us your written permission.

8. Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting. Tell us AT ONCE if you believe your Card or 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).

(a) For Point-of-Sale Transactions with Your VISA Check Card on the VISA Network. If you believe your Card or PIN has been lost or stolen, you will not be liable once you notify us that someone may or has used your Card or PIN without your permission. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card. In those cases, your liability will be determined under the standards set forth below for all other transactions.

(b) For All Other Transactions. If you tell us within two business days, you can lose no more than \$50 if someone used your Card or PIN 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 or PIN 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.

9. Credit Union's Liability. 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 terminal or system where you are making the transfer does not have enough cash.
- If the terminal or system 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.
- If the funds in your Account are subject to an administrative hold, legal process, or other claim.
- If the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
- There may be other exceptions stated in our agreement with you.

10. In Case of Errors or Questions About Your Electronic Transfers. Call or write us at the telephone number or address listed in these disclosures 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 the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number.
- 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.
- 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 business days.

We will determine whether an error occurred within ten 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 ten business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. For VISA Check Card point-of-sale (non-ATM) transactions on the VISA network, we will credit your Account within five business days for the amount you think is in error unless we determine that the circumstances or your Account history warrants a delay of up to ten business days. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, 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.

11. VISA Check Card Currency Conversion. If you effect an international transaction with your VISA Check Card, the rate of exchange between the transaction currency and the billing currency used for processing the transaction will be a rate selected by VISA from the 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.

12. Illegal Transactions. You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN and agree to indemnify and hold the Credit Union and VISA International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

13. ATM Safety Precautions. Exercise discretion when using an ATM or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Treat your Card like cash and do not lend your Card to anyone. Do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lit. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.