

UTILITIES EMPLOYEES CREDIT UNION - ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT AND DISCLOSURE

The following information defines and explains the types of Electronic Funds Transfer (“EFT”) services that are currently available to members. It also explains your and our rights, duties and liabilities concerning these services, including your rights under the Electronic Funds Transfer Act. Please read this document carefully.

1. EFT Services.

Direct Deposit - If you specifically authorize us to electronically accept deposits, we will provide such services. You can arrange to have certain recurring or nonrecurring payments automatically deposited to your account. Examples of recurring payments include: direct deposit of Social Security, other government payments and the direct deposit of your wages, salary or retirement benefits.

Withdrawals and Preauthorized Debits - You can arrange to have certain recurring or nonrecurring withdrawals and debits automatically paid from your account. An example of a nonrecurring withdrawal is a share withdrawal request. Examples of preauthorized debits include insurance premiums and utility payments initiated through an agreement with a third party.

Automated Telephone Transfers - You may access your personal account(s) by using your Personal Access Line (PAL) Access Code and your account number to initiate transactions using a touch-tone telephone. You may use the (PAL) system to:

- Make deposit and loan account balance

- inquiries. Transfer funds between your accounts.
- Transfer funds from your savings or Checking account to pay on your UECU loan or line-of-credit.
- Withdraw funds from your share savings account, by check, to be mailed to you at your address of record or via ACH Deposit to the financial institution designated in your ACH Deposit Authorization Agreement.
- Make inquiries concerning recent deposits to and withdrawals from your deposit accounts.
- Make inquiries concerning your loan history and recent loan payments.

PAL service is generally available 24 hours a day, Seven days a week. This service may be interrupted for a short time each day for data processing. If your PAL withdrawal transaction is completed before 1:00 p.m. Eastern Time, it will be processed on the same business day. If your PAL withdrawal transaction is completed after 1:00 p.m. or on a weekend or holiday, it will be processed on the next business day.

Online EFT Services

***Advantages Online™* Home Banking**

You may access your personal account(s) by using your *Advantages Online™* Username and Password to initiate transactions using a compatible access device. You may use the *Advantages Online™* service to:

- View account balances on deposit and loan accounts.
- Transfer funds between your deposit accounts.
- Transfer funds to or from a deposit account at a financial institution

designated in your ACH Authorization Agreement or set up and verified within Home Banking.

- Transfer funds from your deposit accounts to pay on your UECU loan or line-of-credit.
- Withdraw funds from your deposit account, by check, to be mailed to you at your address of record.
- Make cross-account transfers. The cross account transfer service allows you to deposit funds into another of your membership accounts or into another member’s account, such as a spouse or child’s account. However, it does not allow you to access the destination account or account information unless you are the sole owner of that account. (This service excludes IRA and Certificate of Deposit accounts).
- View and print or download account transaction activity.
- Apply for a loan. (By submitting an online application, you authorize a credit report to be pulled automatically from a Consumer Reporting Agency).
- Enroll in *Advantages Bill Pay™* which is an electronic bill payment service that allows you to access, view, and pay your monthly bills.
- Enroll in *E-Statements*, VISA® *E-Statements*, Tax *E-Forms* or *E-Notifications* service.
- Make deposits to your UECU savings and checking accounts using a mobile device or computer in combination with our e-Posit™ services.

Advantages Online™ Mobile Banking

You may access your personal account(s) by using your *Advantages Online™* Username and Password to initiate transactions using a compatible mobile access device and the UECU mobile banking App. You may use the mobile banking service to:

- View account balances on deposit and loan accounts.
- Transfer funds between your deposit accounts.
- Transfer funds to or from a deposit account at a financial institution designated in your ACH Authorization Agreement or set up in *Advantages Online™* Home Banking.
- Transfer funds from your deposit accounts to pay on your UECU loan or line-of-credit.
- Make cross-account transfers to deposit funds into another of your membership accounts or into another member's account that has an established link. It does not allow you to access the destination account or account information unless you are the sole owner of that account. (This service excludes IRA and Certificate of Deposit accounts).
- View and print or download account transaction activity.
- Access, view, and pay your monthly bills via *Advantages Bill Pay™*, our electronic bill payment service.
- Make deposits to your UECU savings and checking accounts using a mobile device or computer in combination with our e-Posit™ services.

Advantages Online™ Home Banking and *Advantages Online™* Mobile Banking are generally available 24 hours a day, 7 days a week. This service may be interrupted for a short time each day for data processing. If your *Advantages Online™* withdrawal transaction is completed before 1:00 p.m. Eastern Time, it will be processed the same business day. If your *Advantages Online™* withdrawal transaction is completed after 1:00 p.m. or on a weekend or holiday, it will be processed on the next business day. UECU does not presently charge a fee for the *Advantages Online™* home or mobile banking service. We do reserve the right to do so in the future and will provide advance notice to all users through the system, in accordance with applicable regulations, if charges are assessed.

Advantages Bill Pay™

Advantages Bill Pay™ is an electronic bill payment service that allows you to access, view, and pay your monthly bills from UECU's secure website. You may access *Advantages Bill Pay™* through your *Advantages Online™* Username and Password. You may use this service to:

- Make bill payments from your checking account in amounts you designate on the days you request.
- Schedule one-time, variable or recurring monthly payments.
- Schedule payments up to a year in advance
- Review, change or cancel pending payments.
- Access a full twenty-four months of payment history.

We will withdraw the designated funds from your checking account. The earliest available payment date is four days from the request date. If you do not use the *Advantages Bill Pay™* service at least once in a six-month period, it will be cancelled. Payments to billers outside the United States or its territories are prohibited through the service. Refer to the *Advantages Bill Pay™* homepage for fee information and additional terms and conditions associated with this service. Any fees associated with your deposit accounts will continue to apply. Refer to our current Fee Schedule.

Automated Teller Machine (ATM) and Point of Sale (POS)

Advantages VISA® Check Card™

You may use your *Advantages Check Card™* and your Personal Identification Number (PIN) to initiate transactions at Automated Teller Machines (ATMs) displaying the NYCE®, STAR®, and PLUS® symbols. You may use your card to (some of these services may not be available at all ATMs):

- a. Withdraw cash from your checking or savings account.
- b. Transfer funds from:
 - Checking account to savings account
 - Savings account to checking account.
- c. Deposit funds to your checking account or savings account.
- d. Obtain balance information for your checking or savings account.
- e. Purchases:
 - You may use your *Advantages Check Card™* for Point of Sale (POS) purchases at merchants and other locations where the VISA® symbol appears or to get cash

from a merchant, if the merchant permits, or from a participating financial institution.

- You may use your *Advantages Check Card™* and your PIN for Point of Sale (POS) purchases at participating STAR, or NYCE or terminals/merchants or to get cash from a merchant, if the merchant permits, or from a participating financial institution.

Advantages Access Card™

You may use your *Advantages Access Card™* and your Personal Identification Number (PIN) to initiate transactions at Automated Teller Machines (ATMs) displaying the NYCE®, STAR®, and PLUS® symbols. You may use your card to (some of these services may not be available at all ATMs):

- a. Withdraw cash from your checking or savings account.
- b. Transfer funds from:
 - Checking account to savings account
 - Savings account to checking account.
- c. Deposit funds to your checking account or savings account.
- d. Obtain balance information for your checking or savings account.
- e. Purchases - You may use your *Advantages Access Card™* and your PIN for Point of Sale (POS) purchases at participating STAR, or NYCE terminals/merchants or to get cash from a merchant, if the merchant permits, or from a participating financial institution.

Third Party EFT Transfers

You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you.

These transfers may use the Automated Clearing House (ACH) or other payment network. The transaction will require you to provide the third party with your account number and credit union information. Thus, you should only provide your credit union and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers.

Examples of these transfers include, but are not limited to:

Point of Purchase (POP) - With this type of transaction, a check you write to a merchant for the purchase of goods and services is converted to an electronic transaction at the time of payment. You write out your check in the usual manner and give it to the merchant. The merchant will electronically read your check, mark it VOID and return it to you along with a special receipt detailing your now-electronic transaction. The merchant will request you to sign the receipt authorizing conversion of the check. Your monthly statement will describe your POP transactions including the check number and the merchant name. You may stop payment on a POP transaction if it has not already been paid and if you give us sufficient time to act on your request. You must also give us the dollar amount and the check number. If this information is not an exact match, we may not be able to stop the transaction. You will have to settle directly with the merchant about any disputes you have about goods and services for which you pay with a POP transaction.

Accounts Receivable Truncated Checks (ARC)

– Some merchants or service providers that you pay on a regular basis, such as utilities and insurance companies, may convert the check you mail to them into an electronic debit from the account upon which the check was written. The debit will appear on your account statement with a check number and the payee's name. Your check will not be returned to you by the payee.

Electronic Check Conversion/ Electronic Returned Check Charge

- You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills or initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by posted notice or notice sent to you) that the transfer may be processed electronically or if you sign a written authorization.

Bill Payer Services – Many bill payment service providers will send a payment to a payee or payees as an electronic transaction. A payment authorized by you under a computer (or other electronic) bill-payment service is considered an electronic funds transfer unless the terms of the service explicitly state that all payments or all payments to a particular named payee

will be solely by check or paper instrument. Your monthly statement will show your electronic bill payment transactions including the payee's name.

Telephone-Initiated (TEL) or Internet-Initiated (WEB) Transaction – With this type of transaction you provide an authorization over the telephone or internet to a company or merchant to transmit a single ACH debit entry to your account to collect payment for goods or services. By providing your credit union information (routing and account number), you authorize the initiation of an ACH debit. Information relating to the transaction (i.e. company or merchant name, amount of transaction) will be provided to you on your monthly statement. You may stop payment on a TEL or WEB transaction if it has not been paid and if you give us a reasonable opportunity to act upon the stop payment order.

2. Terms and Conditions of Card Services.

The *Advantages* VISA® *Check Card*™ and *Advantages Access Card*™, (“Card”) means the access device that we issue to you to enable you to make various transactions by means of electronic funds transfer with respect to your checking and savings accounts. The Terms and Conditions of Card Services, (“Card Terms”) apply to all cardholders and to all transactions made with a Card. Upon receipt of a Card, you must sign the signature panel. When you sign the Card and each time you use the Card you agree to be legally bound by the Card Terms and the Electronic Funds Transfer Disclosure, as they may be amended or changed from time to time. We

can change the Card Terms and impose fees or other charges at any time. If we do, we will mail you written notice thirty (30) days before the changes become effective. Your use of the Card after the effective date of any such amendments or changes shall constitute acceptance and agreement to such amendment or change. Our Account Agreements and Disclosures also apply to any transaction involving your deposit accounts.

Reporting a Lost or Stolen Card

You are responsible for the possession and use of the Card and must notify us immediately in the event of loss, theft or possible unauthorized use of the Card by calling us at 800-288-6423 or 610-927-4000 in the Reading PA area, between 8:00 a.m. and 5:00 p.m. Eastern Time on any Monday – Friday business day (8:00 a.m. to 3:30 p.m. on Wednesday), or e-mail us during these times at Advantages@uecu.org. After hours, you must telephone us to report a lost/stolen card.

Use of Card

The Card is our property and we may revoke all privileges connected with the Card at our discretion at any time without prior notice to you. The Card and its privileges are non-transferable by you. You must at all times maintain a checking account or savings account with us accessible by the Card or the Card will be revoked. You will surrender the Card to us promptly upon demand. If the Card is issued for a joint account, you agree to be jointly and severally liable under the Card Terms and the Account Agreements and Disclosures. If your Card is lost, stolen or damaged, and you wish to obtain a replacement, we may impose a fee for each replacement Card issued. Refer to the

current Fee Schedule for replacement card fees. You understand that we will not be responsible for anyone's refusal to honor the Card. We will not be responsible for goods or services purchased through the use of your Card, except as may be provided by law. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state or local law.

Limitations on Use

Payments to merchants for purchases and cash withdrawals from your deposit accounts will be charged to your account immediately. Payments to merchants may be made from your primary checking account or savings account with us accessible by the Card. Purchases at participating NYCE, and STAR merchants or VISA merchants may be limited each day in aggregate. We may also limit the aggregate amount of cash you can withdraw during any day. Refer to the Transaction Limitations section of this disclosure for applicable limitations. The available balance in the account(s) and the amount available under your overdraft protection line of credit or other overdraft protection plan, if applicable, further limits the maximum daily amount available for purchases or withdrawal.

Personal Identification Number

Your Personal Identification Number (PIN), which you use with your *Advantages* VISA® *Check Card*™ or *Advantages Access Card*™, is personal and confidential. You agree to take all necessary precautions that no one else learns your PIN. You will not disclose your PIN to anyone, write your PIN on, or keep it with your Card. Your PIN must be used to authenticate and validate your use of the Card, except use of

the Card for signature purchases at participating Visa merchants. You agree that if you give your PIN or Card to someone else to use, you are authorizing him or her to act on your behalf and will be responsible for any use of the Card by them.

Charges and Fees

You agree to pay all charges or fees that may be imposed by us in connection with the Card as disclosed in our current Fee Schedule, as amended from time to time. Your account will be charged directly when and as such charges and fees are due and payable.

Disclosures

You acknowledge that you have received an Electronic Funds Transfer Agreement and Disclosure, which explains your and our respective rights, duties and liabilities under the Electronic Funds Transfer Act. The use of your Card constitutes acceptance of the Terms and Conditions of Card Services and the Electronic Funds Transfer Agreement and Disclosure.

3. Transaction Limitations.

ATM Withdrawals

The *Advantages Access Card*™ withdrawal limit is \$700 each day. The *Advantages VISA® Check Card*™ withdrawal limit is \$700 each day.

POS Purchases

You may use your *Advantages VISA® Check Card*™ and PIN to make purchases up to \$1,000 each day at participating NYCE, or STAR merchants. You may use your *Advantages VISA® Check Card*™ to make purchases up to \$2,000 each day at participating VISA merchants. A hold may be placed on the funds available for purchase for the transaction request that has been submitted by

the VISA merchant for authorization. You may use your *Advantages Access Card*™, if linked to an *Advantages Money Market Savings*™, Health Savings or checking account, and PIN to make purchases up to \$1,000 each day at participating NYCE, or STAR merchants.

PAL Transactions

There generally is no limit to the number of transfers or inquiries you may make in any one day, except for savings account transfer limitations below. The Credit Union does reserve the right to limit the number of withdrawal requests per session or per business day. There is a limit on the number of access denials due to an improper Access Code. The number of attempts is not revealed for security purposes.

Advantages Online™ Home and Mobile Banking Transactions

There generally is no limit to the number of transfers or inquiries you may make in any one day, except for savings account transfer limitations below. The Credit Union does reserve the right to limit the number of withdrawal requests per session or per business day. There is a limit on the number of access denials due to an improper Username or Password. The number of attempts is not revealed for security purposes. The Credit Union requires a current email address for access to the *Advantages Online*™ service and we reserve the right to limit online access until your e-mail address is received and/or updated. “Money In” transfers originated by the Credit Union will have a 3 business day hold on amounts over \$2,500; new accounts will have a 3 business day hold placed on the full amount of the initial ACH deposit from an external

account and a similar hold on any subsequent ACH deposit within the next 30 business days.

Savings Account Transfer Limitations

During any monthly statement period, we ask that you not make more than six (6) withdrawals or transfers from your savings account to another share account or to a third party by means of a preauthorized or automatic transfer (including overdraft protection transfer), telephone order/ instruction, check, draft, ACH or debit card (access methods vary by product). This includes transfers or withdrawals made by telephone, fax, and Internet instruction, except a transfer to pay on a UECU loan, or a withdrawal by check, mailed to you. These types of transfer from a savings account are limited by Federal regulation. If we do not limit these transactions, our cost to maintain reserve deposits at the Federal Reserve will increase. If your account exceeds these regulatory transfer limitations in any monthly statement period, you may be assessed a service fee and your transfer may be rejected. If your account is an *Advantages Money Market Savings*™ Account and you exceed these regulatory transfer limitations in any monthly statement period, you may be assessed a fee and your account may be subject to conversion into a non-interest bearing account. The abovementioned limit does not apply to transfers/withdrawals made at an ATM. There is also no limit on deposits into a savings account.

4. Fees and Charges.

There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

Advantages VISA® Check Card™ and Advantages Access Card™ Fees

- Replacement card fee of \$5.00 per card.

Notice: A fee may be imposed on ATM and VISA card transactions by: A) the automated teller machine (ATM) operator, if the member initiates a transfer from an ATM that is not operated by the institution issuing the card or other means of access and B) by any national, regional or local network utilized to effect the transaction.

Foreign Transactions

Purchases, cash withdrawals and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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. The exchange 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.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash advances, cash withdrawals and credits to your account. A fee of .8% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash advances, cash

withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your debit card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

Advantages Online™ Fees

No fees at present. We will notify you of any changes as required by applicable law.

Other Fees

Any charges and fees such as Non-Sufficient Funds, Overdraft Transfer or Stop Payment Fees applicable to our various deposit accounts generally shall apply to Electronic Transfers. Refer to our current Fee Schedule.

5. Consumer Liability.

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 losses to a minimum. You could lose all the money in your account(s) plus, if applicable, the available balance in your overdraft protection account.

Advantages Access Card™: If you believe your Advantages Access Card™, card number and/or PIN has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Advantages Access Card™, card number and/or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Advantages Access Card™, card number

and/or PIN, and we can prove we could have stopped someone from using your Advantages Access Card™, card number and/or PIN without your permission, if you had told us, you could lose as much as \$500.

Advantages VISA® Check Card™: If you tell us of the loss or theft of your Advantages VISA® Check Card™, card number and/or PIN within certain time periods, your liability will be limited. (a) If you believe your Advantages VISA® Check Card™, card number and/or PIN has been lost or stolen and you tell us with two (2) business days after you learn of the loss or theft, you can lose no more than \$50 for transfers conducted with your Advantages VISA® Check Card™ without your permission in a manner which required the input of a PIN. If you do NOT tell us within two (2) business days after you learn of a loss or theft of your Advantages VISA® Check Card™, card number and/or PIN and we can prove we could have stopped someone from using your Advantages VISA® Check Card™, card number and/or PIN without your permission, if you had told us, you could lose as much as \$500. (b) If you believe your Advantages VISA® Check Card™, card number and/or PIN has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you will not be liable for any unauthorized transactions conducted with your Advantages VISA® Check Card™ or card number without your permission, in a manner which did not require the input of a PIN (except if we determine that you were grossly negligent or fraudulent in handling of your account or Advantages VISA® Check Card™. If you do NOT tell us within 2 business days after you learn of a loss or theft of your Advantages VISA® Check Card™ or card

number and we can prove we could have stopped someone from using your *Advantages* VISA® *Check Card*™ or card number without your permission if you had told us, you could lose as much as \$50.

Advantages Online™ Home and Mobile Banking Transactions - If you believe your Username and/or Password has been lost or stolen, notify us immediately. Telephoning is the best way to keep your possible losses down. You can lose no more than \$50 if you notify us within two business days of discovering the loss or unauthorized use of your Username and/or Password. However, you can lose as much as \$500 if you do not notify us within two business days of discovering the unauthorized use and we can prove that we could have stopped it had we been notified.

PAL Transactions: If you believe your account number and/or Access Code has been lost or stolen, notify us immediately. Telephoning is the best way to keep your possible losses down. You can lose no more than \$50 if you notify us within two business days of discovering the loss or unauthorized use of your account number and/or PIN. However, you can lose as much as \$500 if you do not notify us within two business days of discovering the unauthorized use and we can prove that we could have stopped it had we been notified.

If your statement shows any electronic funds transfer you did not make or authorize, including those made by card, code or other means, 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 long trip or hospitalization) kept you from telling us, the time periods may be extended.

6. Business Days.

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

7. Address and Telephone Numbers.

If you believe your Card, card number and/or PIN, account number and/or PIN or Username and/or Password have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will tell us at once. The fastest way to notify us is to call 800-288-6423 or 610-927-4000 in the Reading PA area, between 8:00 a.m. and 5:00 p.m. Eastern Time on any Monday – Friday business day (8:00 a.m. to 3:30 p.m. on Wednesday), e-mail us during these times at Advantages@uecu.org or login to your account via www.uecu.org and send us a secure message using the Messages tab in *Advantages Online*™. After hours, you must call to report a lost/stolen card and you will be provided a toll free number to report your Lost/Stolen access device. You should also call the number above or send an email to the address above if you believe a transfer has been made using the information from your check without your permission.

8. Documentation of Transfers.

Periodic Statements – Transactions generated by you through electronic methods including *Advantages Online*™ Home and Mobile Banking, *Advantages* VISA® *Check Card*™, *Advantages Access Card*™ and PAL will appear on your monthly account statement.

Terminal Receipts – You can get a printed receipt, unless the transaction amount is \$15 or less, for each STAR, NYSE, or PLUS automated teller machine transaction or STAR or NYCE purchase transaction or VISA merchant transaction which you make, at the time of transaction.

Direct Deposits – If you arrange to have electronic direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call 800-288-6423 or 610-927-4000 in the Reading PA area, between 8:00 a.m. and 5:00 p.m. Eastern Time on any Monday – Friday business day (8:00 a.m. to 3:30 p.m. on Wednesday) to find out whether or not the deposit was made or view your transaction history via our online banking service, *Advantages Online*™ at www.uecu.org.

9. How to Stop a Recurring Payment and Notice of Varying Amounts.

Stop Payments

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call 800-288-6423 or 610-927-4000 in the Reading PA area, between 8:00 a.m. and 5:00 p.m. Eastern Time on any Monday – Friday business day (8:00 a.m. to 3:30 p.m. on Wednesday) or write us at Utilities Employees Credit Union, P.O. Box 14864, Reading, PA 19612 in time for us to receive your request three (3) business days before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. An oral stop payment shall cease to be binding 14 days after it has been made. We will charge a fee for each stop payment

order you give according to our current fee schedule. 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.

Notice of Varying Amounts

If these regular payments may vary in amount, the person you are going to pay should 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 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. If you wish to verify a preauthorized transfer, you may call us at the telephone number set forth in this disclosure.

10. Our 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 and according to your properly entered and transmitted instructions, we will be liable for your losses or damages as required by federal law. However, there are some exceptions. We will not be liable, for instance:

- a. If through no fault of ours, you do not have enough available funds in the account from which a payment or transfer is to be made or if we reverse a payment or transfer because of insufficient funds.
- b. If any payment or transfer would exceed the credit limit of any account.
- c. If the terminal where you are making the transfer or the electronic fund transfers system was not properly working and you knew about the breakdown when you started the transfer.

- d. If you used your card or access code in an incorrect manner.
- e. If the Automated Teller Machine where you are making the transfer does not have enough cash.
- f. If the money in the account from which a payment or transfer is to be made is subject to legal process, or other claim restricts the transaction.
- g. If the telephone, computer equipment or mobile access device you use to conduct audio response or online banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- h. If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions we have taken. Such circumstances include but are not limited to computer failure, telecommunications outages, fire, flood, and other natural disasters.
- i. Except as required by law, we shall not be liable for indirect, incidental or consequential damages arising out of use of *Advantages Online*[™] or other electronic funds transfer services.
- j. Any other exceptions as established by the Credit Union.

11. Disclosure of Account Information.

We will disclose information to third parties about your account or transfers you make:

- a. Where it is necessary for completing transfers or services.
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.

- c. In order to comply with legal process, a government agency or a court order.
- d. If you give us written permission.
- e. As allowed in compliance with NCUA regulation 716, Privacy of Consumer Financial Information.

12. In Case of Errors or Questions.

If you think your statement is wrong or if you need more information about an electronic transfer listed on the statement, immediately telephone us at 800-288-6423 or 610-927-4000 in the Reading PA area, between 8:00 a.m. and 5:00 p.m. Eastern Time on any Monday – Friday business day (8:00 a.m. to 3:30 p.m. on Wednesday), e-mail us at Advantages@uecu.org or write us at P.O. Box 14864, Reading, PA 19612-4864. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. Describe the error or the transfer you are unsure about, the date the transaction occurred, and explain as clearly as you can why you believe it is in error or why you need more information.
- c. 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(s) in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (5 business days for an unauthorized *Advantages VISA*[®] *Check*

Card™ point-of-sale transaction and 20 business days if the transfer involved a new account) 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 (90 days if the transfer involved a new account*, point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this; we will provisionally credit your account within ten (10) business days (5 business days for an unauthorized *Advantages* VISA® *Check Card*™ point-of-sale transaction and 20 business days if the transfer involved a new account) 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. 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 credit your account. (**Your account is considered a new account for the first 30 days after the first deposit is made*).

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.

13. Change in Terms.

We may change the terms and conditions of our electronic fund services from time to time. We will notify you of changes by giving written notice of change at least 21 days prior to the effective date of the change, as required by law. However, if the change is made for security purposes we can make a change without giving prior notice.

14. ATM Safety Notice.

The following information is a list of safety precautions regarding the use of Automated

Teller Machines (ATM).

- Do not write your Personal Identification Number (PIN) on your ATM Card.
- Be aware of your surroundings. At night, be sure the facility is well lighted.
- Consider having someone accompany you when the ATM 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. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash in the safety of your own car, home or other secure surrounding.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Do not accept assistance from anyone you do not know when using an ATM.
- Report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.