



ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

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

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic funds transfers initiated by third parties. 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 Clearinghouse (ACH) or other payments network. Your authorizations to the third party to make these transfers can occur in a number of ways. In some cases, your authorizations can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. 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:

- **Direct deposit/Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your share draft or share savings accounts(s).
- **Preauthorized payments/debits.** You may make arrangements to pay certain recurring bills from your share draft or share savings account(s).

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

Right to stop payment & procedure for doing so. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we also require you to put your request in writing and get it to us within 14 days after you call. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made.

We will charge you **\$15.00** for each stop-payment order you give.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 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.

- **Electronic check or draft conversion.** You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check or draft by other means such as by mail or drop box.
- **Electronic returned check or draft charge.** If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

ACE telephone transfers. Once you have been signed up and approved, you may access your account by telephone 24 hours a day at (307)745-6393 using your personal identification number, a touch tone phone, and your account numbers. This service may be interrupted for a short time each day for data processing. At the present time you may use the ACE telephone banking to:

- Transfer funds from share draft to share draft
- Transfer funds from share draft to share savings
- Transfer funds from share savings (limit 6 withdrawals per month) to share draft
- Transfer funds from share savings (limit 6 withdrawals per month) to share savings.
- Make payments from share draft to loan accounts with us

Make payments from share savings (limit 6 withdrawals per month) accounts with us
Get information about:

- the account balance of share draft accounts
- the last five deposits to share draft accounts
- the last five withdrawals from share draft accounts
- the account balance of share savings accounts
- the last five deposits to share savings accounts
- the last five withdrawals from share savings accounts

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

Home Financial Services – Online banking. Once you have been signed up and approved, you may access your account(s) by computer at acpefcu.com using your personal identification number, your account numbers, and your access code. Online banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. At the present time, you may use the online banking to:

Transfer funds from share draft to share draft
Transfer funds from share draft to share savings
Transfer funds from share savings (limit 6 withdrawals per month) to share draft
Transfer funds from share savings (limit 6 withdrawals per month) to share savings
Make payments from share draft to loan accounts with us
Make payments from share savings (limit 6 withdrawals per month) to loan accounts with us
Get information about:

- the account balance of share draft accounts
- the last two months deposits to share draft accounts
- the last two months withdrawals from share draft accounts
- the account balance of share savings accounts
- the last two months deposits to share savings accounts
- the last two months withdrawals from share savings accounts

The credit union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if you have entered an incorrect PIN more than once and there are limits on the duration of each access.

Fees.

We do not charge for direct deposits to any type of account.
We do not charge for preauthorized payments from any type of account.
Nonsufficient funds fee**\$25.00**
Except as indicated elsewhere, we do not charge for these electronic fund Transfers.

Online Bill Pay. At this time the Credit Union offers Bill Pay through the online banking. You may apply for this account and pay your bills online. It is offered for a small fee each month, with the fee taken from your checking account on the fifteenth (15th) of the month unless the 15th falls on a weekend or holiday, then the fee would be taken on the next business day.

ACPE Advantage card. If approved, you may receive an ACPE Advantage card. This card is an ATM and Check card in one. You may use it as either a debit or credit card. Both features are explained as follows.

- **ATM card.** You may use your card and PIN (Personal Identification Number) in automated teller machines to:
 - get cash withdrawals from share draft account(s)
 - get cash withdrawals from share savings account(s) (limit 6 withdrawals per month)
 - transfer funds from share savings (limit 6 withdrawals per month) to share draft account(s)
 - transfer funds from share draft to share savings account(s)
 - make deposits to your share draft or share savings account(s)
 - get information about
 - the account balance of your share draft or share savings account(s)

Some of these services may not be available at all terminals. The following limitations on the frequency and amount of ATM transactions may apply.

- You may withdraw up to a maximum of \$200.00 in any one day, if there are sufficient funds in your account.
- You may withdraw or transfer from your share savings account up to six (6) times in one month.
- Any transaction completed on an ATM will take 2-3 business days to post to your account.

Credit/Debit card. You may access your share draft account(s) to purchase goods (in person or by phone) pay for services, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. If you wish to pay for goods or services over the Internet, you may be required to provide card member security

information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. At this time, you may use your card to:

- You may make purchases each day up to a maximum amount of \$500.00 on any one day, if there are sufficient funds in your account.
- You may order goods or services by mail or telephone from places that accept VISA.

Conditions of EFT services.

Ownership of cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

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.

Foreign currency conversion. When you use your card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either 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, plus 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. This 1% adjustment is made for all international transactions regardless of whether there is a currency conversion associated with the transaction.

Security of access code. You may use access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

Advisory against illegal use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

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

Card fees.

- We do not charge for any ATM withdrawals at the present time.
- We do not charge for any POS transactions at the present time.
- Non-sufficient funds fee of **\$25.00**

Preauthorized EFT fees.

- Non-sufficient funds fee of **\$25.00**

Documentation.

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. At all other ATM and POS terminals you may not get a receipt for transactions of \$15.00 or less.

Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. To find out whether or not the deposit has been made you can call us at (307)745-4726.

Periodic statements. You will get a monthly account statement from us for your share draft accounts. You will get a quarterly account statement from us for your share savings accounts, if the only possible electronics transfers to or from the account are preauthorized deposits.

Account information disclosure. We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or

- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- As explained in the separate Privacy Disclosure.

Financial institution'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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transaction is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we 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. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

Unauthorized transfers.

Consumer liability. Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your card and/or code without your permission.)

If you do Not tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was made, you may not get back any money you lost after the 60 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 hospital stay) kept you from telling us, we will extend the time periods.

Additional limit on liability for the Advantage Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by VISA, or to commercial cards.

Contact in the event of unauthorized transfer. If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at this telephone number or address.

(307)745-4726
 ACPE Federal Credit Union
 2835 Grand Ave.
 Laramie, WY 82070

After business hours please call: 1-800-754-4128
 (outside of the U.S.) 1-414-341-6535

Business Days: Monday though Friday, excluding Federal Holidays. More detailed information is available on request.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

Error resolution notice. In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, 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 (if any).
- 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 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Advantage Card point-of-sale transactions 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 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Advantage card point-of-sale transactions and 20 business days if the transfer involved a new account) 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 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, unless each of you already has an established account with us before this account is opened.

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.

Termination of EFT Services. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. Whether you or the Credit Union terminated this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

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

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