

## **ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE**

*THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR ATM CARD, VISA CHECK CARD, OUR AUDIO-RESPONSE SYSTEM ("ACTIONLINE"), AND OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("ACCESSPOINT"), EACH WITH THEIR PERSONAL IDENTIFICATION NUMBERS (PINS) AND/OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").*

**ATM CARD, VISA CHECK CARD, ACTIONLINE, ACCESSPOINT, AND E-CHECK AGREEMENT.** This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent, or implied authority for use of Your Account. Electronic funds transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your ATM Card or VISA Check Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your ATM Card or VISA Check Card; (b) any check which You authorize the payee to process electronically; (c) Our ActionLine Audio-Response System; and (d) Our AccessPoint Personal Computer Account Access System. An electronic fund transfer is any transfer of funds which is performed through the use of Your ATM Card, VISA Check Card, E-Check, Our ActionLine Audio-Response System, Our AccessPoint Personal Computer Account Access System, or other electronic device. You understand that Your Card and any PINs and/or Access Codes are issued by Us and are not transferable. Your PIN is confidential and should not be disclosed to anyone. The use of Your Card is subject to the following terms. You agree: (a) to abide by Our Rules and Regulations as amended relating to the use of the Card; (b) that We may follow all instructions given to machines; and (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law. Each withdrawal by You, or anyone else to whom You give Your PIN or to whom You allow access to Your Account, will be charged to Your share or share draft Account and will be treated as though it were a withdrawal except that: (1) We may charge withdrawals in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals. We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your share and/or share draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS (PINs) AND/OR ACCESS CODES.** We will issue to You separate Personal Identification Numbers (PINs) and/or Access Codes to be used in conjunction with ATM Card, VISA Check Card, Audio Response and AccessPoint. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your share Account or Your share draft Account to cover such transactions.

**JOINT ACCOUNTS.** If this is a Joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will

be mailed only to the primary Accountholder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**OWNERSHIP.** Your Card or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request.

**OTHER AGREEMENT.** If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays, and holidays.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at Arsenal Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposit items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

## **TYPES AND LIMITATIONS OF SERVICES**

**ATM CARD AND VISA CHECK CARD TRANSACTIONS.** You may use Your Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate. At the present time, You may use Your Card and Your PIN for: (a) Withdrawals from Your share or share draft Accounts up to a maximum (share, line of credit, and share draft combined) of \$500.00 per day, provided You have enough available funds in Your Account; (b) Deposits to Your share or share draft Accounts; (c) Transfers of funds between Your share and share draft Accounts; and (d) Balance Inquiries about Your share and share draft Accounts.

**POINT-OF-SALE (POS) TRANSACTIONS.** You may also use Your Card to purchase goods and services at any business establishment where the Card is accepted, provided You have enough available funds in Your Account. VISA Check Card transactions are subject to a maximum (share, line of credit, and share draft combined) of \$3,500.00 per day.

**ACTIONLINE TRANSACTIONS.** You may use Our ActionLine AudioResponse System in conjunction with Your PIN and/or Access Code to make the following types of transactions on designated accounts: (a) Transfer funds between Your share, share draft, club, and line-of-credit Accounts; (b) Verify Your share and share draft Account balances; (c) Make loan payments from Your share and share draft Accounts; and (d) Miscellaneous inquiries on Credit Union services that affect Your Account. The system operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please call back later when service is restored.

**ACCESSPOINT TRANSACTIONS.** You may use Our AccessPoint system in conjunction with Your PIN and/or Access Code via a personal computer to make the following types of transactions on designated accounts: (a) Transfer funds between Your share, share draft, club, and line-of-credit Accounts; (b) Verify Your share and share draft Account balances; (c) Make loan payments from Your share and share draft Accounts; and (d) Miscellaneous inquiries on Credit Union services that affect Your Account.

You may also use the AccessPoint system to authorize the Credit Union to issue payments in amounts up to \$9,999.99 on Your behalf, except to the extent that such payments are for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside the United States of America. In order to use AccessPoint for such transactions, You must have a share draft Account with Us. By completing an online bill payment transaction using AccessPoint, You authorize Us to post any such payments to Your share draft Account. AccessPoint payments will be made by check or electronic transfer and may take as long as seven business days from the date requested to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payer), You can call Us at the telephone number shown in this Agreement to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at the telephone number shown in this Agreement or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, You must put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except for AccessPoint, telephonic, or mail-in transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**FEES.** We may assess reasonable charges against Your Account for electronic fund transfers. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule and ActionLine and AccessPoint information after Your Account is established. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the

transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) if the money in Your Account is subject to legal process or other claim; (h) if there are other lawful exceptions established by Us and You are given proper advance notice of them; and (i) if You exceed any limits on Your Account.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement 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 of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You fail to tell Us within 60 days after We mail You the first periodic statement on which the transfer appears, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. Exception: You will have no liability for unauthorized use for Your VISA Check Card as long as You report the loss or theft of Your VISA Check Card within two business days. If You report such loss or theft after two business days, or provide proper notification of other unauthorized VISA Check Card transactions, Your liability for unauthorized use will not exceed \$50.00. These exceptions do not apply to: (a) transactions that originate at an ATM; or (b) transactions that originate from Your gross negligence; or (c) transactions that originate from Your fraudulent use of Your VISA Check Card; or (d) transactions processed through non-VISA networks without cardholder PIN or written validation or authorization (VISA networks should be identified as such - if You are in doubt, ask the merchant).

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Telephone Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) 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.
- (3) 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 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 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. 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. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made. If We decided that there is no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred.

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us immediately at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement. 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.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. In each instance, plus or minus any adjustment determined by the Credit Union.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Missouri except to the extent that such laws are inconsistent with controlling federal law.