

**ARROWPOINTE FEDERAL CREDIT UNION
ELECTRONIC FUNDS TRANSFERS
AGREEMENT AND DISCLOSURES**

1. **Types of Electronic Funds Transactions.** The Electronic Funds Transactions we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.

a. **PC Express Teller Service (Modem to Modem Dial-Up).** If we approve the PC Express Teller Service, you may access your accounts through a personal computer (PC) with an Access Device. You must use your access code along with your account number to access your accounts. You may use the PC Express Teller service to:

- Change your access code.
- Obtain account information related to any of your savings and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- Make transfers to or from your Prime Share, Deposit, Transaction, Money Manager Checking, Money Manager Savings or such accounts you have authorized in writing prior to such transfer request.
- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
- Withdraw funds from savings, checking and line of credit accounts by check made payable to you and mailed to you at your mailing address.
- Make loan payments from any savings or checking account to any loan account of yours (except mortgage loans).
- Issue third-party payable checks under Bill Payment Service.

b. **OnLine Teller (Internet Network Connection).** If we approve the OnLine Teller Service, you may access your accounts through a personal computer (PC) under the OnLine Teller service with a four (4) digit Access Device. You must use your access code along with your account number to access your accounts. You may use the OnLine Teller service to:

- Change your access code.
- Obtain account information related to any of your savings and loan accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- Make transfers to or from your Prime Share, Deposit, Transaction, Money Manager Checking, Money Manager Savings or such accounts you have authorized in writing prior to such transfer request.
- Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you at the mailing address listed for your account.
- Withdraw funds from savings, checking and line of credit accounts by check made payable to you and mailed to you at your mailing address.
- Make loan payments from any savings or checking account to any loan account of yours (except mortgage loans).
- Issue third-party payable checks under Bill Payment Service.

c. **Insufficient Funds Transactions:** If your Account balance is insufficient to cover any transaction(s), we may treat these transactions as insufficient funds transactions; or as overdraft requests if you have an approved overdraft protection plan with us. The Credit Union reserves the right to refuse any transaction if you do not have an approved

overdraft protection agreement with us, which decision shall be in the Credit Union's sole discretion.

- d. **Electronic Processing and Transactions:** Due to the processing systems for electronic transactions used in the United States and by us, a payment or other transaction may be effective / posted before we are open for business on the date scheduled for the payment or other transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment / transaction one business day prior to the date scheduled. If a payment is due on a Saturday, Sunday, or Federal holiday, the payment will occur on the first business day after the due date. In these cases, you should plan to have the payment initiated on the last business day before any of these days in order to ensure your payment is made on time. You may not make payments and/or transactions to a federal, state or local governmental or tax unit, or pay child-support or alimony, or to make payments to other categories of payees that we establish from time to time using our electronic services.

2. **Service Limitations, Limitation or Frequency and Dollar Amounts of Transactions. Transfer Limitations**

GENERAL LIMITATIONS GOVERNING THE AMOUNT AND NUMBER OF TRANSACTIONS ARE SET FORTH IN THE SCHEDULE. IN ADDITION, THE FOLLOWING LIMITATIONS ALSO GOVERN YOUR USE OF THESE SERVICES:

General Limitations Applicable Accounts.

- a. **PC Express Teller Service (Modem to Modem Dial-Up).** You may make PC Express Teller transactions at any time seven (7) days per week. There may be some down time. You may make fund transfers to your accounts or other accounts you authorize as often as you like, however, there certain limitations on transfers from savings accounts, as discussed herein and above. You may transfer up to the balance in your accounts at the time of the transfer, unless otherwise provide in the Schedule or limited under other agreements. Our Funds Availability Policy may limit the availability of funds transferred by PC Express Teller. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.
- b. **OnLine Teller (Internet Network Connection).** You may make OnLine Teller transactions at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Schedule or limits under other agreements with us, you may make fund transfers to your accounts or other accounts you authorize as often as you like; however, there are certain limitations on transfers from savings accounts, as discussed herein and above. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.
- c. **Bill Payment Service (Telephone, PC Express Teller Or OnLine Teller).** You may make bill payment transactions subject to the limitations in the Schedule. The Credit Union will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. **The Credit Union will withdraw the designated funds from your account for bill payment transfer by midnight on the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment. We will have no obligation to initiate any payment if there are not sufficient**

funds in your designated account, but may in our discretion do so pursuant to any applicable overdraft agreements. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow at least a seven (7) day lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service User Instructions, which are incorporated herein by reference. **[Describe where Bill Payment Services Agreement is located /where it can be obtained // or incorporate it into Section Two of this Agreement].**

THE CREDIT UNION MAY SET OTHER LIMITS ON THE AMOUNT OF ANY TRANSACTION(S), AND YOU WILL BE NOTIFIED OF THOSE LIMITS.

- Data Security for OnLine Teller.** OnLine Teller is accessible only over the Internet. To prevent unauthorized access to member account data, the Credit Union employs the Secure Sockets Layer (SSL) protocol. This prevents other computers from eavesdropping by encrypting all data transmitted between the OnLine Teller server and the client. Members that live in the United States can use browsers that support 128 bit keys. Cracking a 128-bit key would involve trying all 2 to the 128th power combinations. Members that live abroad are currently restricted by the US Government to using browsers that support 40 bit keys. Cracking a 40-bit key would involve trying all 2 to the 40th power combinations, which are over one trillion combinations. A 40-bit key is less secure than a 128-bit key, but does provide an adequate level of security for member financial services.

The Secure Sockets Layer protocol validates the identity of the OnLine Teller server through the use of a digital certificate. After connecting to the OnLine Teller server in secure mode, our site sends a signed digital certificate, which contains the name of our Web server, its public encryption key, the certificate's validity dates, the name of the certification authority that issued the digital certificate to our site, and an unforgeable digital signature. The digital certificate authenticates to the client that a connection has indeed been established with the OnLine Teller server.

The Secure Sockets Layer ensures that the data transmitted between the client and the OnLine Teller server has not been tampered with through the use of Message Authentication Codes (MACs). This provides a quick way for the receiving end to verify that the data was not changed in route.

4. Canceling a Bill Payment Transaction and Your Stop Payment Rights.

Online Bill Payment Transactions: You may cancel or change a scheduled Online Bill Payment as set forth in the Schedule. After the time period set forth in the Schedule have passed it is not possible to stop or cancel a payment. To delete merchants from the Service you must contact us.

If we fail to cancel or stop any Online Bill Payment, the payment will stand unless you show us that payment to the payee was unenforceable. If we recredit your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee, and to assist us in any legal action taken against that person.

Preauthorized Transactions:

Other Transactions:

5. Right to Documentation.

- a. Terminal Transactions. You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal.
- b. Direct Deposits. If you have arranged to have direct deposits made to your accounts at least once every sixty (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. You can call or write us at the telephone number or address listed in the Schedule to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.
- c. Periodic Statements. Transfers and withdrawals transacted through an ATM or POS terminal, Telephone/PC Express Teller service, OnLine Teller or debit card purchase will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

6. Liability for Failure to Make a Transaction. If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- a. You do not have enough money in your account to make the transaction through no fault of ours.
- b. The transaction goes over the credit limit on your overdraft line.
- c. The terminal where you were making the transaction does not have enough cash.
- d. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- f. You have not properly followed instructions for operation of the ATM or system.
- g. The funds in your account are subject to legal process or other similar encumbrance.
- h. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- i. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.