Electronic Funds Transfer Disclosure

COMMONWEALTH CREDIT UNION
PO Box 978
Frankfort, KY 40602-0978
PH: 502-564-4775
TF: 800-228-6420
www.ccuky.org

This “Electronic Funds Transfer Disclosure" describes your and our rights and responsibilities concerning electronic fund transfers (EFTs). EFTs are electronically initiated transfers of money involving an account with us and multiple access options, including Online Banking, direct deposits, automated teller machines (ATMs), Visa Debit Card (Card), and Tellie (audio response system) services.

1. EFT Services

a. Automated Teller Machines
You may use your Card and personal identification number (PIN) at Automated Teller Machines (ATMs) of the Credit Union, Allpoint, Credit Union 24, Alliance One, and such other machines or facilities as we may designate. At the present time, you may use your Card to:

- Withdraw cash from the checking or savings account with us.
- Make deposits to the checking or savings account.
- Transfer funds between the checking and savings accounts.
- Make payments on your loan accounts with us from the checking or savings accounts.
- Make inquiries on the checking and savings accounts, including current balance, recent deposits, and recent withdrawals.

b. Direct Deposit
On the instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, we will accept direct deposits by EFT of your paycheck or of federal recurring payments, such as Social Security.

c. Preauthorized Debits
You may make direct withdrawals by EFT from the checking or regular savings account you have with us to a particular person or company, at least periodically, which you have arranged with that person or company, provided you have enough funds in the account with us to cover the payment.

d. Tellie (Audio Response Service)
If we approve your application for telephone access to the accounts you have with us under Tellie, you may use a telephone to access the account with us and conduct EFTs by calling 502-564-5463 or toll-free 800-435-5463. You must use your PIN along with your account number to access the accounts. At the present time you may use Tellie to:

- Obtain balance information on the checking, savings, and money market accounts with us.
- Transfer funds between these same accounts.
- Make loan payments from the checking, savings, and money market account.

e. Online Banking
If we approve your application for Online Banking, you may use a personal computer to access the accounts. For this service, you will need a personal computer with internet access. The address for Online Banking is www.ccuky.org. You may select a username. You must use your username and password along with your account number to access the accounts your have with us. You are responsible for the installation, maintenance, and operation of your computer and software. We will not be responsible for any errors or failures involving any telephone service, internet service provider, your software installation or your computer. At the present time, you may use the Online Banking service to:

- Obtain balance information on the checking, savings, and money market accounts with us.
- Transfer funds between the checking, savings, and money market accounts.
- View transaction history on these same accounts.
- Make loan payments from any checking, savings, or money market account to a loan account with us.
- Make payments to merchants (payees) using bill payment.

Transactions involving the accounts you have with us are addressed by the MSA, whereas transactions involving a loan are addressed by the applicable loan agreement(s).

f. Bill Pay
You may use the Bill Pay service (accessed through Online Banking or Mobile Banking) to make payments to third parties. Use of the Bill Pay service requires enrollment in Online Banking and agreement to the Bill Pay service terms and conditions. You may use the Bill Pay service to:

- Make loan payments from any checking account to a loan account with us.
- Make payments from any checking account to another financial institution.
- Pay bills from any checking account with us.
- Transfer funds to other people using the account to account (A2A) or person to person (P2P) transfer feature.

Please note that if payment to a payee is made by check, the check may be processed and debited from the account you have with us before the scheduled payment date.

g. Mobile Banking
Mobile Banking is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our Online Banking service and make such other transactions as described in the Online Banking Service Agreement using compatible and supported mobile phones and wireless devices (“Wireless Device”). You agree and understand that the Mobile Banking service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Mobile Banking, the designated accounts and bill payment payees linked to the account through Online Banking will be accessible through Mobile Banking. At the present time, you may use Mobile Banking to:

- Transfer funds between the savings, checking, money market, and loan accounts with us.
- Make loan payments to any of the loan accounts.
- Review account balance and transaction history for any of the deposit or loan accounts with us.
- Make deposits using the mobile deposit service.
- Pay bills using the bill payment service.
- Initiate P2P transfers.

For all mobile check deposits, you must endorse the original paper check with your name and write: “FOR COMMONWEALTH CREDIT UNION MOBILE DEPOSIT ONLY” in the endorsement area. If you fail to provide this endorsement, we may refuse the deposit and return it to you. You agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.

h. Visa Debit Card
You may use your Visa Debit Card to purchase goods and services any place Visa is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from the checking account. If the balance in the account is not sufficient to pay the transaction amount, we may treat the transaction as an

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overdraft request pursuant to any overdraft protection plan, or we may terminate all services under the MSA.

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card. We will honor your debit transactions processed by any of these networks.

Depending on our authorization protocols and network availability, transactions processed over other networks may or may not require you to use your PIN to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. You may instead be asked to sign a receipt or payment authorization. Provisions applicable only to Visa transactions (such as Visa's zero liability protections) will not apply to non-Visa debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply.

i. Electronic Check Transaction

You may authorize a merchant or other payee to make a one-time electronic payment from the checking account using information from your check to pay for purchases, pay bills or pay other obligations ("Electronic Check Transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant's right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to Electronic Check Transactions, except the $50 and $500 limits of liability for unauthorized transactions in Section 4 (Member Liability) of this disclosure. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

j. P2P Service (Zelle)

You may use our P2P (Person to Person) payments service to send funds to another person using their email address or mobile phone number. P2P may be accessed via Online Banking or Mobile Banking. P2P transactions are subject to the special P2P terms and conditions set forth elsewhere in this MSA.

k. A2A Service

The A2A service enables you to request a transfer of funds: (1) from the account you have with us that is eligible to be used with and is enrolled in the service ("Eligible Credit Union Account") to your account at another financial institution enrolled in the service ("Verified Account") or (2) from a Verified Account to the Eligible Credit Union Account. We generally use the ACH Network to execute A2A transfer requests, but other methods of transfer may also be used. A2A transactions are subject to the special A2A terms and conditions set forth elsewhere in this MSA.

2. Service Limitations

a. Automated Teller Machines

1) Withdrawals. You may make up to ten (10) withdrawals up to a total of $1,000 (if there are sufficient funds in the account) per card per business day. For purposes of determining whether you have reached the daily limit, a day ends at midnight. Friday, Saturday, Sunday, and holidays are considered as one business day for the purposes of this limit.

b. Tellie Service

The accounts with us can be accessed under Tellie via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. Tellie will be available for your convenience seven (7) days a week. This service may be interrupted for a short time each day for data processing. If you call during this time, you will hear a message directing you to call back. We may limit the number of certain types of withdrawals from some accounts, as described in the "Rate and Fee Disclosure." No transfer or withdrawal may exceed the funds available in an account with us. We reserve 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.

c. Online Banking Service

1) Transfers. We may limit the number of certain types of withdrawals from some accounts, as described in the "Rate and Fee Disclosure." You may transfer or withdraw up to the available balance in the account or available credit line at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

2) Account Information. Account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited, due to the processing time for ATM transactions. See the "Funds Availability Disclosure."

3) Email and Stop Payment Requests. We may not immediately receive email communications that you send and we will not act based on email requests until we actually receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a verbal request and will expire in fourteen (14) days unless confirmed in writing as addressed in the MSA. Contact us immediately regarding an unauthorized transaction or stop payment request.

4) New Account Limitations. New accounts may have lower transfer and check deposit limits within online banking during a new account probation period.

d. Mobile Banking

Mobile deposits are limited to $7,500 per transaction and a total of $7,500.00 per day. New accounts may have lower transfer and check deposit limits within mobile banking during a new account probation period.

You are fully responsible for understanding how to use Mobile Banking before you actually do so, and you must use Mobile Banking in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the Mobile Banking Service software provided to you. If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Mobile Banking, the service may be accessed using any biometric login recognized by your wireless device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your wireless device, their biometrics will also gain access to Mobile Banking if you have authorized biometric login. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, the Software or your Wireless Device. You may experience technical or other difficulties related to Mobile Banking that may result in loss of data, personalization settings or other Mobile Banking interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access Mobile Banking. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that we are not liable for delays in updating account information accessed through Mobile Banking. We are not responsible for any actions you take based on information accessed through the Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

e. Visa Debit Card

There is a daily limit for each card of twenty-five (25) PIN point-of-sale purchase transactions and twenty-five (25) signature-based payment transactions. Visa debit card purchases are limited to the balance available in an account. In addition, you may not make more than $3,500 per card in PIN point-of-sale purchase

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transactions in one day and $10,000 per card in signature-based purchases in one day per card. These limits are subject to adjustment for security purposes. We reserve the right to refuse any transaction that would draw upon insufficient funds or require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the Visa Debit Card. We are not responsible for any damages, liability or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of a Card and Account with us are subject to the following conditions:

1) Ownership of Cards. Any Card or other device that we supply to you is our property and must be immediately 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, according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer the Card or Account to another person.

2) 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 the account with us in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

3) Currency Conversion; International Transaction Fee. Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions, as established by Visa International, Inc., is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee as set forth in the "Rate and Fee Disclosure" for any card transaction at a location in a foreign country or with a merchant located in a foreign country even if you initiate the transaction from within the United States.

f. P2P Service (Zelle)

P2P transfers are subject to the following limitations:

- Bronze, Silver and Gold Tier member transactions are limited to $1,250.00 per transaction and $2,500.00 per day.
- Platinum Tier member transactions are limited to $2,000.00 per transaction and $4,000.00 per day.

g. A2A Service

A2A transfers are limited to $10,000.00 per transfer, $10,000.00 total per day and $250,000 total per month.

3. Security of Personal Identification Number

The Personal Identification Number (PIN) is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on the accounts with us. If you authorize anyone to have or use your PIN, that authority will continue until you specifically revoke such authority by notifying us. You understand that person may use the online account access, online services or debit card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature in authorizing transactions.

If you authorize anyone to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying us and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of these PINs and we suffer a loss, we may terminate your electronic fund transfer and account services immediately.

4. Member Liability

You are responsible for all transfers you authorize using your EFT services as explained in this disclosure, which is part of the MSA. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of the accounts you have with us. However, tell us at once if you believe anyone has used the account, Card or PIN and accessed the accounts with us without your authority, or if you believe 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. For Visa Debit Card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses, provided you were not negligent or fraudulent in handling the Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions except Electronic Check Transactions, if you tell us within two (2) business days, you can lose no more than $50 if someone accessed the account with us without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of the account or EFT service, and we can prove that we could have stopped someone from accessing the account without your permission if you had told us, you could lose as much as $500. In no event will you be liable for more than $50 for unauthorized withdrawals from a line of credit account.

Also, if your statement shows EFTs that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or accessible 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 hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used the Card or PIN without your permission or you have lost your Card, call: 800-228-6420 or write P.O. Box 978, Frankfort, KY 40602-0978.

5. Business Days

Our business days are Monday through Friday. Holidays are not included.

6. Fees for EFT Services

There are certain fees for EFT services, as described on the "Rate and Fee Disclosure." We reserve the right to impose fees at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to fees under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from the account with us if you elect to complete the transaction.

7. Right to Receive Documentation

a. Periodic Statements

All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter. If you have an EFT transaction, you will receive a statement monthly.

b. Preauthorized Credits

If you have a direct deposit made to the account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can use our Audio Response Service or online access or you can call us at 502-564-4775 or toll-free at 800-228-6420 to find out whether or not the deposit has been made.

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c. Terminal Receipt
You may get a receipt at the time you make any transaction of more than $15 using an ATM, POS terminal or Visa Debit Card.

8. Account Information Disclosure

We will maintain the confidentiality and privacy of your information in accordance with our "Privacy Notice." We will disclose information to third parties about the account or the transfers you make in the following circumstances:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us your written permission.

9. Our Liability for Failure to Make Transactions

If we do not complete a transfer to or from an account with us on time or in the correct amount according to the MSA, we will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, internet browsers, internet access providers, online service providers or by an agent or subcontractor for any of the foregoing. Nor will we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online access service and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. We will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in an account to complete a transaction, the account is terminated or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfers.
- If your computer fails or malfunctions or if our online access system was not properly working and such a problem should have been apparent when you attempted such a transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use a Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent the transaction.
- If the account with us is frozen because of a delinquent loan or is subject to a legal process or other claim.
- If the error was caused by a system beyond our control such as your Internet Service Provider, any computer virus, or problems related to software not provided by us.
- If you have not given us complete, correct, and current instructions so we can make a transfer.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain a Card in certain instances, in which event you may contact us about its replacement.

We may establish other exceptions in addition to those listed above.

10. Termination of EFT Services

You agree that we may terminate your use of any EFT services if you, or any authorized user of an account or PIN, breach any term of the MSA, or if we have reason to believe that there has been an unauthorized use of a Card, account or identification code.

You or any other party to the account can terminate your use of any EFT services by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of EFT services will not affect the rights and responsibilities of the parties under the MSA for transactions initiated before termination.

11. Preauthorized Electronic Fund Transfers

a. Stop Payment Rights
If you have arranged in advance to allow a third party to make regular EFTs from the account(s) with us for money you owe them, you may stop payment of these preauthorized transfers from the account. You must notify us verbally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. A stop payment order on an EFT will continue until the entry is returned or until you cancel the stop payment order.

b. Notice of Varying Amounts
If 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 account would fall outside certain limits that you set.

c. Liability for Failures on Preauthorized Transfers
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.

12. Notices

We reserve the right to change the terms of our EFT services. We will mail or make accessible a notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the account with us and any future changes to those regulations.

13. Statement Errors

In case of errors or questions about EFTs, telephone us at 502-564-4775 or toll-free at 800-228-6420 and send us a written notice at P.O. Box 978, Frankfort, KY 40602-0978. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:

- Tell us your name and account number.
- Describe 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 verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit the account within ten (10) business days (five (5) business days for Visa Debit Card transactions) 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 ten (10) business days, we may not recredit the account.

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If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

14. ATM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and night deposit facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility 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 or night deposit facility. As soon as your transaction is complete, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your Personal Identification Number or code on your card.
- Report all crimes to law enforcement officials immediately.

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