



Electronic Funds Transfer (EFT) Disclosure

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EFT Disclosure

ELECTRONIC FUNDS AGREEMENT AND DISCLOSURE (REGULATION E)

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 Alliance Credit Union ("Credit Union"). In this agreement, the words "you" and "yours" mean those who sign the application or Account card as applicants, joint owners, or any authorized users. The words "we" and "our" mean the Credit Union. The word "Account" means any one or more savings, checking, money market Account or line of credit loan Account you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your Account through the electronic funds transfer services described below.

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. By signing an application or Account card 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.

Preauthorized EFTs - Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking Account(s).

Preauthorized Debits - Upon instruction, we will pay certain recurring transactions from your savings and checking Account(s). See "Transfer limitations" that may apply to these transactions.

Electronic Check Conversion/Electronic Returned Check Fees - If you pay for something with a check or draft you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your Account for returned check fees. 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: (i) pay for purchases, (ii) pay bills. You are considered to have authorized these electronic funds 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.

Business Days - Our business days are Monday through Friday, excluding holidays.

Transfer Types Using Access Devices - If approved, you may use your **ATM card** or **VISA Debit Card** and PIN (Personal Identification Number) in **ATMs** (Automated Teller Machines) of the Credit Union, CO-OP, Cirrus and The Exchange networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your card to:

- Withdraw cash from your Savings (01), checking, or money market Account (Daily Cash Fund), or line of credit loan Account* with a limit of \$500 per business day.
- Make deposits to your Savings (01), checking, or money market Account (Daily Cash Fund) at Alliance Credit Union and CO-OP depository ATMs (See "Funds Availability").
- Transfer funds between your Savings (01), line of credit loan Account*, checking, or money market Account (Daily Cash Fund).
- Secure cash advances under your existing line of credit loan agreement.*
- Deposit loan payments at Alliance Credit Union depository ATMs.
- Obtain balance information on your Savings (01), line of credit loan Account*, checking or money market Account (Daily Cash Fund).
- Pay bills directly by telephone from your checking Account in the amounts and on the days you request.
- Make POS (Point of Sale) transactions at places that have agreed to accept the ATM card or VISA Debit Card.

You may use your VISA Debit Card to purchase goods and services from participating merchants. You agree that you will not use your VISA Debit Card for any transaction that is illegal

under applicable federal, state, or local law. Funds to cover your VISA Debit Card purchases will be deducted from your checking Account. 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. The Credit Union will determine if we can clear (pay) a check, ACH, Virtual Branch Bill Pay, recurring debit item, or everyday Debit and ATM transaction (for those members who have opted in to courtesy pay) presented on your Checking Account that doesn't have "available" funds on deposit. You must be enrolled in e-notices to be notified of the per item fee assessed to your account if the Credit Union clears a check, ACH, Virtual Branch Bill Pay, or recurring debit item and draws your Account to a negative balance.

In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

Your Visa Debit card also allows you to conduct transactions on the Star and Co-op debit networks, which will generally require you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a Visa transaction. Provisions of your cardholder agreement that specifically relate to Visa transactions are inapplicable to non-Visa debit transactions.

"(For those members who have opted in to courtesy pay) Your Credit Union will determine if we can clear an everyday Debit or ATM transaction presented on your Checking Account that doesn't have "available" funds on deposit. This special service is available only to qualified members and only after all overdraft protection options have been exhausted. You will be notified in writing of the per item fee assessed to your Account if the Credit Union clears a Debit or ATM transaction and draws your Account to a negative balance.

*Line of credit Account is subject to credit approval and can be accessed using your ATM card or VISA Debit Card upon your written or verbal request and Credit Union approval.

Transfer Limitations - The following limitations on the frequency and amount of **ATM transactions** may apply:

- 10 ATM card transactions per business day of which 5 may be ATM withdrawals, a maximum daily ATM withdrawal of \$500* if there are sufficient funds in your Account.
- 36 VISA Debit Card transactions per business day of which 10 may be ATM withdrawals, a maximum daily ATM withdrawal of \$500*, maximum POS (point of sale transactions) of \$3500 not to exceed a total of \$4000 in transactions per day if there are sufficient funds in your Account

*each ATM terminal has its own limit and may supersede Alliance's limit.

In accordance with federal regulations, Alliance Credit Union will not permit its members to use credit union accounts for the purpose of illegal Internet gambling. Attempted transactions will be blocked and may result in account closure.

Internet Gambling Debit Card Transactions Are Not Allowed

- Federal law prohibits internet gambling with ATM and debit cards

Transfer Types Using Access Services - You may use **Tel-A-Connect (Audio Response)**, or **Virtual Branch (Internet Banking)** to access your Accounts. A separate Tel-A-Connect PIN (Personal Identification Number) and/or Virtual Branch User ID and PIN will be assigned to you. At the present time you may use the audio/Internet access services to:

- Transfer funds between your savings, checking, money market or line-of-credit loan accounts.
- Using Virtual Branch, transfer funds to another Alliance account. *Requires Cross Account Authorization Form to be submitted with signatures of all primary and joint owners.
- Obtain balance information on your savings, checking, money market or line of credit loan accounts.
- Obtain information on your payroll deduction/direct deposit, interest paid and account history information, determine if a particular item has cleared.
- Make loan payments from your savings, checking, money market accounts.
- Using Tel-A-Connect, you can authorize a withdrawal by check from your Savings, checking, money market and line of credit loan accounts.
- Using Virtual Branch Bill Payment Service, you can make bill payments to creditors.
- Using Virtual Branch, you can transfer funds to or from Alliance Credit Union to or from another financial institution. (ACH)

Transfer Limitations - Tel-A-Connect and Virtual Branch (VB) (Including Mobile Money, your mobile friendly browser for VB) will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- For all Savings Accounts, no more than 6 preauthorized, automatic, or telephone transfers and withdrawals may be made from these Accounts to another Account of yours or to a third party in any month, and no more than 3 of these 6 may be made by check, draft, or access card to a third party.

If you exceed these limitations, your Account may be subject to a fee or be closed.

- Transfers requested after 8 p.m. Central Time may not process until the following business day.
- 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 refuse to honor any transaction for which you do not have sufficient funds available. 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 each telephone call.

Bill Payment Service - We will process bill payment transfer requests only from a designated checking Account. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking Account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. See terms & Conditions for more information on this service.

- There is no limit on the number of bill payments per day.
- The limit for payments is \$10,000.00.
- The fees for payment investigations are \$20.00.*

*If the payment investigation was initiated as a result of member error.

For your protection, if the Credit Union determines that your address may not be current we will temporarily freeze access to your account until contact is made or a signed address change form is obtained.

Popmoney - We will process Popmoney transfer requests only from a designated checking Account. We will not process any Popmoney transfer requests if the required transaction information is incomplete.

We will withdraw the designated funds from your checking Account for Popmoney transfers by the designated cut-off time on the date you schedule for payment. We will process your Popmoney transfer within a designated number of days requested by you at the time of the transfer request. See terms & Conditions for more information on this service.

Transaction Charges and Fees

All transactions made at "proprietary" ATMs, machines owned and operated by Alliance, are at no charge.

Proprietary ATMs available to all Alliance Members are located at:

575 Rudder Rd., Fenton, MO 63026
9050 West Florissant Ave., Jennings, MO 63136
1051 Highway K, O'Fallon, MO 63366
320A Emerson Rd, High Ridge, MO 63049
1167 Bryan Rd, O'Fallon, MO 63366
9150 Pershall Rd, Hazelwood, MO 63042

Proprietary ATMs available to company personnel are located at:

12999 St. Charles Rock Rd., Bridgeton, MO 63044 (Hussmann)
201 Evans Lane, Cool Valley, MO 63121 (DRS)
8050 W. Florissant Ave., Ferguson, MO 63136 (Emerson)
8100 W. Florissant Ave., Ferguson, MO 63136 (Emerson)
1500 East Route A, Wentzville, MO 63385 (GM)

ATMs not owned or operated by Alliance are "non proprietary" ATMs - Transactions made at CO-OP network non proprietary ATMs have the following charges:

- No charge for transfers and balance inquiries.
- Up to 8 withdrawals each month at no transaction charge.
- After 8 withdrawals in the same month a fee applies for each withdrawal.

-Transactions made at STAR, Cirrus or The Exchange network non proprietary ATMs have the following charges:

- There is a fee per transfer or per balance inquiry.
- There is a fee per withdrawal.

Card Fee

Card or Personal Identification Number (PIN) replacement - Your first ATM and or VISA Debit Card and/or PIN are provided to you at no charge. We will charge you a fee per card/PIN replacement fee.

Notice Regarding ATM Surcharge (fee) by Others - If you use an Automated Teller Machine that is not operated by Alliance or not in the CO-OP network, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

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 Transactions - VISA Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your Account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established from time to time by VISA International. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percentage point. The currency conversion 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.

Security of Access Code - You may use one or more access codes with your electronic funds 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 person having access to your access codes will be able to access your Accounts and perform all transactions, including establishing new Accounts and withdrawing or transferring 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.

Joint Accounts - If any of your Accounts accessed under this Agreement are joint Accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan Accounts as provided in this Agreement. Each joint Account owner, without the consent of any other Account owner, may, and hereby is authorized by every other joint Account owner to, make any transaction permitted under this Agreement. Each joint Account owner is authorized to act for the other Account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any Account from any joint Account owner.

Member Liability - You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your Accounts.

If you believe your ATM Card or VISA Debit Card has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call us at: **(636) 343-7005**
or write us at: **Alliance Credit Union**
575 Rudder Rd.
Fenton, MO 63026
Email: talktous@alliancecu.com
After business hours for Visa Debit Card only- 1-800-472-3272

Tell us **AT ONCE** if you believe your ATM card or VISA Debit Card has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your Accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account. If a transaction was made with your VISA Debit Card or VISA Debit Card number without your permission, and was either a VISA or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your Account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your Account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days you can lose no more than \$50 if someone used your ATM card/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 card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500. 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 has been mailed to you, you may not recover any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If extenuating circumstances (such as a hospital stay) kept you from contacting us, we may, at our discretion, extend a given time frame.

Right to Receive Documentation

Periodic Statements - Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions, preauthorized EFTs, electronic/PC transactions or bill payments you make 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 annually.

Terminal Receipt - You will get a receipt at the time you make any transaction (except inquiries) involving your Account using

an ATM, POS terminal, or Debit Card transaction with a participating merchant.

Direct Deposit - If you have arranged to have a direct deposit made to your 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 find out whether or not the deposit has been made by calling (636) 343-7005. This does not apply to transactions occurring outside the United States.

Disclosure to Third Parties - We will disclose information to third parties about your Account or the transfers you make where it is necessary for completing transfers and confirming transactions 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 subpoenas; or, if you give us your written permission.

Credit Union Liability for Failure to Make Transfers - 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, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in the form of collected funds in your Account to make the transfer.
- If the transfer would go over the credit limit of your line of credit loan Account.
- If the ATM terminal where you are making the transfer does not have enough cash or is not normally equipped to perform the service you requested.
- If the ATM terminal, telephone or computer equipment you use to conduct ATM, audio or Internet banking transactions is not working properly and you knew or should have known about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transfer, despite reasonable precautions that we have taken.
- If the Credit Union fails to receive necessary transfer data or the data it receives is erroneous or incomplete.
- If the Credit Union has received a report that your ATM card or VISA Debit Card has been lost or stolen or if the Credit Union has reason to suspect there is unauthorized use of your ATM card or VISA Debit Card.
- If your funds are subject to legal process or other encumbrance restricting such transfer.
- If funds in your Account are pledged as collateral or frozen because of a 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 for making such transfers. 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.
- There may be other exceptions stated in our agreement with you or as provided by applicable law.

Stop Payment Rights - If you have told us in advance to make regular electronic fund transfers out of your Account, you can stop any of these payments. Call or write in time for us to receive your request three business days or more before your payment is scheduled to be made. If you call, we also require you send us a written request 14 days after the call. We will charge you the current fee in effect for each stop payment three-business days or more before your transfer is scheduled, and if we do not do so, we will be liable for your losses and damages.

If any regular pre-authorized electronic fund transfer payment should vary in amount, we or the person you are going to pay is required to tell you (10 days before each payment), when it will be made and how much it will be. However, you may choose to receive this notice only when a payment differs by more than a certain amount or when the amount falls outside certain limits you set.

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 twenty-one (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.

Safety Precautions - The following information is a list of safety precautions regarding the use of Automated Teller Machines (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 completed, 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 ATM Card.
- Report all crimes to law enforcement officials immediately.

In Case of Errors or Questions about Your Electronic Transfers

Call us at: (636) 343-7005
or write us at: Alliance Credit Union Call Center
575 Rudder Rd
Fenton, MO 63026
Email: talktous@alliancecu.com

In case of errors or questions about electronic funds transfers from your share and share draft Accounts, telephone us at the above number or send us a written notice to the above address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears.

- Tell us your name and Account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made 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 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. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (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 ten (10) business days, we may not credit your Account.

We will tell you the results within three (3) business days of 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 you give notice of an error within thirty (30) days after you make the first deposit to your Account, we will have twenty (20) business days instead of ten (10) business days.

** If you give notice of an error within thirty (30) days after you make the first deposit to your Account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

NOTE: If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your Account within five (5) business days unless we determine that the circumstances or your Account history warrant a delay, in which case you will receive credit within ten (10) business days.

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. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates 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 Missouri 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 your Account 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 costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions