



ELECTRONIC FUNDS TRANSFER

AGREEMENT AND DISCLOSURE

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

1. EFT Services. If approved, you may conduct any one or more of the EFT services offered by Ascentra.

ATM Card. If approved, you may use your Card and PIN (Personal Identification Number) in automated teller machines of the credit union, Shazam, Cirrus networks, and such other machines or facilities as Ascentra may designate. For ATM transactions, you must consent to Ascentra's overdraft protection plan in order for the transaction account to be covered under the plan. Without your consent, Ascentra may not authorize and pay an overdraft resulting from this type of transaction. Services and fees for ATM overdrafts are shown in the document the credit union uses to capture the members opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your Card to:

Make deposits, withdraw funds, and transfer funds to/from your share and share draft accounts.

Obtain balance information for your share and share draft accounts.

The following limitation on the frequency and amount of ATM transactions may apply:

You may withdraw up to a maximum of \$300.00 in any one day, if there are sufficient funds in your account.

You may transfer up to the available balance in your accounts at the time of the transfer.

See Section 2 for transfer limitations that may apply to these transactions.

Because of servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

VISA® Debit. You may use your Card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card member security information before you will be permitted to complete the transaction. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your share draft account. For one-time debit transactions, you must consent to Ascentra's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, Ascentra may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the members opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the credit union may pay the amount and treat the transaction as a request to transfer funds from other deposit account, approved overdraft protection account, or loan accounts that you have established with Ascentra. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to Ascentra Credit Union. In the event of repeated overdrafts, the credit union may terminate all services under the Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of Ascentra, Shazam, Cirrus networks, and other such machines or facilities as the credit union may designate.

At the present time, you may also use your Card to:

Make deposits, withdraw funds, and transfer funds to/from your share and share draft accounts.

Obtain balance information for your share and share draft accounts.

Make POS (Point of Sale) transactions with our Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA®.

Order goods or services by mail or telephone from places that accept VISA®.

The following limitation on the frequency and amount of VISA® Debit Card transactions may apply:

Purchase amounts are limited to the amount in your account.

You may withdraw up to a maximum of \$500.00 in any one day from an ATM machine, if there are sufficient funds in your account.

There is no limit on the number of POS transactions you may make in any one day.

You may purchase up to a maximum of \$1000.00 from POS terminals per day, if there are sufficient funds in your account.

You may transfer up to the available balance in your accounts at the time of transfer.

See Section 2 for transfer limitation that may apply to these transactions.

“Sara” 24-Hour Teleservice. If we approve the “Sara” 24-Hour Teleservice for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time you may use the “Sara” 24-Hour Teleservice to:

Transfer funds from your share and share draft accounts.

Request a withdrawal via check to be mailed to primary member.

Obtain balance information for your share and share draft accounts.

Make loan payments from your share and share draft accounts.

Access your Line of Credit account.

Determine if a particular item has cleared.

Verify the last date and amount of your payroll deposit.

Obtain information on the last three deposits and last three withdrawals to your share and share draft accounts.

Obtain loan balance, due date and available line of credit.

Obtain Certificate of Deposit balance and maturity date.

Obtain information on the last dividend amount paid on your share and share draft accounts.

There is no limit to the number of inquiries, transfer, or withdrawal requests you make in any one day.

See Section 2 for transfer limitation that may apply to these transactions.

Your accounts can be accessed under the “Sara” 24-Hour Teleservice via a touch tone telephone only. This service may be interrupted for a short time each day for data processing. Ascentra Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, or 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. Ascentra may set other limits on the amount of any transaction, and you will be notified of those limits. Ascentra may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

Preauthorized EFTS.

Direct Deposit. Upon instruction of your employer, the Treasury Department or other financial institution, Ascentra will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share and/or share draft account.

Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share and/or share draft account. See Section 2 for transfer limitation that may apply to these transactions.

Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three business days before the schedule date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen days of any oral notification. If we do not

receive the written confirmation, the oral stop payment order shall cease to be binding fourteen days after it has been made. A stop payment request for preauthorized Electronic Funds Transfer will apply to all subsequent transfers, unless you withdraw the request.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that are set.

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop payment of a preauthorized transfer three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Electronic Check Conversion/ Electronic Returned Check Fees. If you pay for purchases or bills with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees.

You are considered to have authorized these electronic funds transfer if you complete the transaction after being told (orally or by notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

Online Account Access. If we approve Online Account Access (Home Banking) for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN along with your account number/User ID to access your accounts. At the present time, you may use Online

Account Access to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance and transaction history information for your accounts.
- Make loan payments from your share and share draft accounts.
- Access your Line of Credit account.

Your accounts can be accessed under Online Account Access via personal computer. Online Account Access will be available for your convenience 24 hours per day.

This service may be interrupted for a short time each day for data processing. 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. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amounts of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. There is no limit to the number of inquiries, transfer, or withdrawal requests you may make in any one day. See Section 2 for transfer limitations that may apply to these transactions.

Bill Payer. We will process Bill Payer transfer request 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 payee information. We will not process any Bill Payer transfer if the required transaction information is incomplete. We will withdraw the designated funds from your checking account for Bill Payer transfer by the designated cutoff time on the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they received a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. There is no limit on the number of bill payments per day. The maximum amount per each bill payment item is \$25,000.00, if there are sufficient funds in your account. The maximum amount per each account to account transfer is \$25,000.00, if there are sufficient funds in your account.

2. Transfer Limitations. For Investors Choice accounts, you may make no more than six transfer and withdrawals from your account to another account of yours or to a third party in any month by means of preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitation, your account may be subject to a fee or be closed.

3. 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. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange 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.

A fee of 1% of the amount of the transaction, calculated in U. S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of .8% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U. S. military bases, U. S. territories, U. S. embassies or U. S. consulates.

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 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 Ascentra.

Joint Accounts. If any of your accounts accessed under the 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 account as provided in the 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.

4. Fees and Charges. There are certain fees and charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

ATM Card Fees

No fee for transactions at ATMs we own.

\$1.00 Charge per ATM transaction (inquiries, withdrawals, transfers) conducted at machines not owned by Ascentra after 5 per month.

Visa Debit Card Fees.

No fee for transactions at ATMs we own.

\$1.00 Charge per ATM transaction (inquiries, withdrawals, transfers) conducted at machines not owned by Ascentra after 5 per month.

We do not charge for POS transactions.

Non-Sufficient funds fee of \$29.50 if a Courtesy Pay Transaction is invoked through debit card usage.

A \$5.00 transfer fee if Overdraft Protection Transfer is invoked through debit card usage.

Preauthorized EFT Fees. A Non-sufficient Funds fee / Return Item fee of \$29.50 will apply preauthorized EFT transactions.

Bill Payer Fees.

No monthly service fee or per item fee for members with an active checking account.

A \$1.00 account to account transfer charge will apply for transfer done within the Bill Payer service.

5. 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. Tell us at once if you believe your 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, 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 the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your Card or 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 business days you can lose no more than \$50.00 if someone used your Card without your permission. If you do NOT tell us within two 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 \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty days after the statement was mailed to you, you may not get back any money lost after the sixty days if we could 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 period. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission:

Call: 1-800-426-5241 or 563-355-0152

Fax: 563-355-5536

Or write: Ascentra Credit Union, 1710 Grant Street, PO Box 1107, Bettendorf IA 52722

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.

6. Right to Receive Documentation.

Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs or electronic/PC transactions will be recorded on your periodic statement. You will receive a statement monthly unless there are no transactions in a particular month. In any case you will receive a statement at least quarterly.

Terminal Receipt. You can get a receipt at the time you make any transaction or inquiry involving your account using an ATM and/or POS terminal.

Legal Status of Receipts. Receipts from the machines are subject to verification by the credit union. However, the receipt provided to the person initiating the electronic funds transfer is prima facie proof of the transaction which it records. Deposits are subject to verification by the credit union of the amount actually deposited.

Member Records. Keep all receipts as your record of your electronic funds transfers/transactions until you have received your periodic statement and have determined that it is correct. It is important that you reconcile the amounts in your credit union accounts with the statements sent to you by promptly checking your record of deposits, withdrawals, and electronic funds transfers. If there is an error, please contact the credit union promptly as provided in section 5 of this Agreement. Your receipt will be important in proving any error. If you do not contact the credit union promptly, you may lose the right to have your account credited for the error.

Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty 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 563-355-0152. This does not apply to transactions occurring outside the United States.

7. Account Information Disclosure. We will disclose information to third parties about your account or the transfer you make:

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;

If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested services(s);

To comply with government agency or court orders; or

If you give us your written permission.

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

9. 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, we will not be liable for direct or consequential damages in the following events:

If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.

If you used your Card or access code in an incorrect manner.

If the ATM where you are making the transfer does not have enough cash.

If the ATM was not working properly and you knew about the problem when you started the transaction.

If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.

If the money in your account is subject to legal process or other claim.

If 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 the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.

Any other exceptions as established by the credit union.

10. Notices. All notices from us will be effective when we have mailed them or delivered them to our last known address in the credit unions records. Notices from you will 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 a notice to you at least twenty-one 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.

11. Safety Precautions. The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATMs) and night deposit facilities.

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 card 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 transactions, 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

Be aware of your surroundings, particularly at night. Consider having someone accompany you when the ATM or night deposit facility is used after dark.

12. Billing Errors. In case of errors or questions about electronic funds transfers from your share and share draft accounts, or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty days after we send the FIRST statement on which the problem appears.

Call: 1-800-426-5241 or 563-355-0152

Fax: 563-355-5536

Or write: Ascentra Credit Union, 1710 Grant Street, PO Box 1107, Bettendorf IA 52722

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 Ascentra 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 business days.

We will determine whether an error has occurred within ten* 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 days** to investigate your complaint or question. If we decide to do this, we will credit your account within ten 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 business days, we may not credit your account. We will tell you the results within three 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 more than three days but less than thirty days after you make the first deposit to your account, we will have twenty business days instead of 10 business days.

** If you give a notice of an error within thirty days after you make the first deposit to your account, notice of an error involving a point of sale transactions, or notice of an error involving a transaction initiated outside the U.S. or its possessions and territories, we will have ninety days instead of forty-five 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 business days unless we determine that the circumstances of our account history warrant a delay, in which case you will receive credit within ten business days.

13. Stop payments on certain other transfers. If you have authorized a transfer from your account by telephone or via the Internet by providing information about your account number at Ascentra or if you believe that a check you have issued on your account has been converted to an electronic funds transfer, you may stop payment on any of these transfers by contacting us before the transfer is completed. We will require the exact dollar amount of the transfer, the name of the party to whom you gave the check or authorization, and the check number (if any). We will charge you a fee (see current fee disclosure) for each stop payment order you give.

14. 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 terminated this Agreement, we may notify any participating merchants making preauthorized debits or credit 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.

15. 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 Iowa 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.

16. 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 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.