

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

This Agreement defines your responsibilities and the Credit Union's responsibilities with respect to electronic funds transactions performed through ATMs and POS terminals. It is understood that this Agreement and rules and regulations applicable to your accounts remain in effect and continue to be applicable, except as specifically modified by this Agreement. By activating and using the card(s), I agree to be bound by the terms and conditions of this agreement.

KEMBA Peoria Credit Union makes available to members various "electronic fund transfer" services, made possible by our electronic data processing system. Some of these transfers are made by the use of plastic ATM/Debit or credit cards that we issue. Other transfers are made by use of a check converted into an electronic debit, or through KEMBA ON LINE (KOL), our 24 Hour on line banking program by the use of a personal computer and modem.

ATM/Debit cards may be used, together with a PIN in various ATM networks to make "electronic fund transfers" to, from, or between one or more of your Credit Union accounts. We issue different plastic cards that can be used in this manner, including MasterMoney™ ATM/Debit cards and VISA credit cards. Your card and PIN may also be used to make purchases of goods and services at participating merchant locations.

The Credit Union issues you a KEMBA on Line (KOL) access code, which you can use with a computer and modem to make electronic fund transfers to, from, or between one or more Credit Union Accounts or by using KEMBA Online Bill Pay to make payments to designated payees electronically by ACH credit and following the rules and procedures of our KEMBA on Line program.

You agree that you will keep your PINS and access codes secret.

In the event of a dispute, you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement between you and the Credit Union which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Credit Union says and the terms of this Agreement, the terms of this Agreement will prevail. You agree to pay the Credit Union's reasonable attorneys fees and costs for any actions we take to enforce this Agreement.

THE FOLLOWING SECTIONS RELATE TO ALL "ELECTRONIC FUND TRANSFERS" AFFECTING YOUR CREDIT UNION ACCOUNT(S), WHETHER MADE BY USE OF AN ATM, CONVERSION OF A CHECK INTO AN ELECTRONIC DEBIT, OR OUR KEMBA ON LINE PROGRAM OR OTHERWISE.

ATM/DEBIT TRANSFERS, DOLLAR LIMITATIONS, AND CHARGES

You may use your ATM/Debit Card and PIN for the following transactions relating to your account(s):

- Make a deposit into your share savings or share draft account at any ATM displaying the NYCE or PULSE symbols.
- Get cash withdrawals from share draft or share savings account
- The dollar limitation will be determined at the time your account is opened.
- There is a charge of \$1.00 per withdrawal at ATM's in excess of ten per month.
- Transfer funds from share savings to share draft account
- Transfer funds from share draft to share savings account
- Check your balance on your share savings or share draft account
- There is a charge of \$1.00 for each inquiry in excess of ten per month.

MASTERMONEY™ DEBIT CARD POINT OF SALE TRANSACTIONS

You may access your share draft account to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, or at any merchant that honors MasterCard debit card transactions.

MASTERMONEY™ CARD TRANSACTIONS – DOLLAR LIMITATIONS

The daily dollar limitations on your ATM/Debit card transactions will be determined at the time your account is opened.

FOREIGN TRANSACTIONS – Purchases made in foreign countries or foreign currencies will be billed in U.S. dollars. The conversion rate in U.S. dollars will be either at the governmental mandated rate or a wholesale currency market rate determined by MasterCard for the processing cycle in which the transaction is processed.

In addition to the conversion rate selected by MasterCard, a separate MasterCard International Service Assessment Fee of 1% is charged to the Credit Union and will also appear on your statement.

The currency conversion rate used by MasterCard on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement processing date. The Credit Union has no control over the conversion rate.

ATM OPERATOR/NETWORK FEES - When you use an ATM, the ATM operator or network may charge you a fee (and you may be charged a fee for a balance inquiry even if you do not complete the fund transfer).

DOCUMENTATION OF TRANSACTIONS – You will receive a monthly account statement. You will get a receipt at the time you make any transaction to or from your account(s) using either an ATM or POS facility.

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 will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

1. If through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
6. There may be other exceptions not stated here.

CONFIDENTIALITY – We shall disclose information to third parties about your account or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. as explained in our privacy disclosure

LIABILITY FOR UNAUTHORIZED USE OF CARD – You are responsible for all transactions you authorize using your ATM/Debit card. If you permit other persons to use your ATM/Debit card, you are responsible for any transactions they authorize or conduct on any of your accounts.

Notify us **AT ONCE** if you believe your password or ATM/Debit card and/or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Contacting us at 309-693-6000 or 800-927-6003 is the best way to protect you from possible losses. If you do not tell us, and we can prove we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500. However, if you tell us within two (2) Business Days, you can lose no more than \$50.

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

The Credit Union maintains NO record of your PIN. If you recover your card and/or PIN after having notified the Credit Union, you must not use the card and/or PIN.

You are also obligated to repay any charges resulting from the use of the card by another person with your express or implied permission whether or not the person stays within the limits of use set by you. **KEMBA will not be liable for withdrawals made by family members.**

ERROR RESOLUTION – In case of errors or questions about Electronic Fund Transfers, or incorrect statements, write to us at info@kembapeoria.com or KEMBA Peoria Credit Union, 2318 W Willow Knolls Rd, Peoria IL 61614. You may telephone us at 309-693-6000 or 800-927-6003. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

In your communication about the potential error or question:

1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days. Results of the investigation will be communicated within ten (10) Business Days (20 Business Days for new member accounts) after we hear from you and will correct any error promptly by crediting your account within one (1) Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we take the additional forty-five (45) days, we will adjust the applicable accounts within ten (10) Business Days (20 Business Days for new accounts) for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not re-credit your account. If we decide there is no error, we will send you a written explanation within three (3) Business Days after completing our investigation and debit your account. You may ask for copies of the documents that we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

BUSINESS DAYS – Our regular business days for posting transactions are Monday through Friday, excluding Federal Holidays.