

SOUTHWEST 66 CREDIT UNION ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

Telephone Number for Notification of Unauthorized Use, Stop Payment of Preauthorized Transfers, and Error Resolution: (432) 363-6600 or (800) 000-0000.

AGREEMENT

1. Issuance of Card and/or Personal Identification Number. In this Agreement and Disclosures (“Agreement”), the words “you,” “your,” and “Party” refer to any person to whom a Southwest 66 Credit Union ATM Card or VISA Check Card (collectively, “Card”) is issued, any person to whom a password or Personal Identification Number (collectively, “PIN”) is issued in connection with any such Card or other electronic fund transfer service, any person authorized to use or given access to use to any such Card or PIN, and any owner on any Credit Union Account which may be accessed by the Card or the PIN. The words “we,” “us,” “our,” and “Credit Union” refer to Southwest 66 Credit Union. You agree that any use of a Card or PIN by you shall be governed by the terms and conditions set forth in this Agreement, as well as the terms of your Membership and Account Agreement with us, which is incorporated into this Agreement by reference. Any capitalized terms used in this Agreement and Disclosures but not defined herein shall have the same meaning as in the Membership and Account Agreement.

2. Overdrafts. You agree that you will not use your Card or PIN to withdraw or transfer funds from your Account in amounts exceeding the available balance in your Account at the time of any such transfer. Please refer to the Overdrafts and Overdraft Protection section of the Membership and Account Agreement for more information about the “available balance” of your Account. You agree that we will be under no obligation to make a withdrawal or transfer if there are insufficient available funds in your Account. If your Account has sufficient available funds to cover one or more but not all checks, withdrawal orders, or electronic fund transfers during any given business day, then subject to applicable law, we may honor those items, allow those withdrawals, or make any such electronic fund transfers in any order that we choose in our sole discretion, including first honoring any such checks, orders, or transfers payable to us, and dishonoring or refusing any item, order, or transfer for which there are insufficient available funds thereafter. You agree that your use of the Card and PIN shall be subject to the Overdrafts and Overdraft Protection section of the Membership and Account Agreement. If you qualify for our courtesy pay service, and you wish to have courtesy pay consideration extended to your ATM and one-time VISA Check Card transactions, you must complete a separate opt-in authorization. We will not consider paying ATM and one-time Check Card transactions using the courtesy pay service unless you have separately opted-in. Please contact the Credit Union to receive an opt-in authorization form. The courtesy pay service is not available for business Accounts.

3. Card and PIN Security. You agree to keep your Card and PIN in a place of safekeeping, to refrain from

disclosing your PIN to any unauthorized third party, to refrain from writing your PIN on your Card, and to refrain from recording or displaying your PIN in such a manner that it will be accessible by unauthorized third parties. You agree that the use of the Card or PIN by (i) you, (ii) any other applicant, (iii) any Party to any of your Accounts that may be accessed by the Card, (iv) anyone you permit or authorize to use your Card or PIN, and (v) anyone to whom you disclose your PIN or give access to your Card or PIN shall be deemed an authorized use for which you shall be liable. You are responsible for reporting the loss or theft of your Card or PIN to us as soon as possible after the loss or theft. You acknowledge that anyone you authorize to use your PIN may be able to use the PIN to review your personal and account information for all of your share, deposit, and loan accounts, including accounts on which the person accessing the accounts may not be an authorized Party.

4. Preauthorization Holds. When you use your VISA Check Card at certain merchants such as self-service gas stations, restaurants, hotels, airlines, and rental car companies, the merchant may request a preauthorization hold to cover the final transaction amount. The preauthorization hold may be in an amount greater than the actual purchase amount. You may not access funds that are subject to a preauthorization hold, and they will not be available to pay your transactions. Preauthorization holds may remain on your Account for up to five days from the transaction date, even after the transaction has been paid. In addition, even after a preauthorization hold has been released, the transaction may be posted to your Account at any time. As a result, you must ensure that sufficient funds remain available in your Account to pay for all Card transactions and other transactions you authorize. Preauthorization holds and other types of Account holds can affect the availability of funds to pay any transaction on your Account, including without limitation, checks, electronic transactions such as VISA Check Card, Automated Clearing House (ACH), and other withdrawal or payment transactions. You may incur overdraft or return fees if sufficient funds are not available to pay your transactions when presented. To avoid fees, you must record your transactions and closely monitor your available balance so that you have sufficient funds available at all times to pay your transactions. To determine the amount of a preauthorization hold placed on your Account, you can ask the merchant. You can check your available balance by contacting us directly or through the e*Teller, Mobile Banking, and Automated Teller Audio Response systems, and at most ATMs and point-of-sale terminals. You must be enrolled in an electronic fund transfer service in order to check your available balance through that service. You acknowledge and agree that you are solely responsible for ensuring that sufficient funds remain available in your Account at all times to pay your transactions. We are not responsible for any fees or other costs you may incur for payment or dishonor of items or payment orders because of preauthorization and other holds placed on your Account funds.

5. Surrender, Cancellation, and Amendment. You agree to surrender your Card to us upon demand. You agree, further, that the Card shall at all times remain our property and that we may terminate any one or more electronic fund transfer services or cancel this Agreement at any time, subject to applicable law. We may terminate your EFT services, for example, if you are abusive in the use of your EFT services, including repeated overdrafts with your VISA Check Card. You also agree that we may add to, change, or delete the terms of this Agreement from time to time, subject to such notification as may be required by applicable law. You may terminate this Agreement at any time by notifying us in writing, but you will remain responsible for all transactions you make or authorize both before and after any termination.

DISCLOSURES

Note to Business, Association, and Organization Account Holders. The following disclosures are provided for the benefit of consumers pursuant to the Electronic Fund Transfer Act and Federal Reserve Board Regulation E. The Act and Regulation do not apply to business, association, or organization Accounts. If you are a business, association, or organization Account holder, the disclosures below relating to liability for unauthorized transfers (except for the terms relating to VISA Check Card transactions sent over the VISA and Plus networks), credit union liability, and error resolution do not apply to you. The remainder of the disclosures are provided for informational purposes only and are not intended to expand the scope or coverage of the Act or Regulation to business, association, or organization Accounts.

1. Transfer Types. The following electronic fund transfer services are available:

ATM Card

Account Access – If we approve your application, you may use your ATM Card and PIN at automated teller machines belonging to the networks designated on your Card to:

- Make deposits to your Savings or Checking Accounts, where applicable
- Withdraw cash from your Checking and Savings Accounts
- Transfer funds from your Checking and Savings Accounts
- Inquire as to the balance in your Checking and Savings Accounts
- Pay for purchases at places that have agreed to accept the Card

Some of these services may not be available for all Accounts or at all terminals

Transfer Limitations – You may withdraw up to the available balance in your Accounts or an aggregate maximum of \$300, whichever is less, per day from your Checking and Savings Accounts. For security purposes, there may be additional limits on the frequency and dollar amount of transfers or withdrawals permitted at ATMs.

VISA Check Card

Account Access – If we approve your application, you may use your VISA Check Card and PIN to perform the

same types of transactions as disclosed above for the ATM Card at ATMs belonging to the networks designated on your Card and at merchants accepting VISA. Point-of-sale transactions for purchases of goods and services will be withdrawn from your Checking Account. Signature-based point-of-sale transactions do not require a PIN but may require positive identification.

Some of these services may not be available for all Accounts or at all terminals.

Transfer Limitations – You may withdraw up to the available balance in your Accounts or an aggregate maximum of \$300, whichever is less, per day from your Checking and Savings Accounts at participating ATMs. For security purposes, there may be additional limits on the frequency and dollar amount of transfers or withdrawals permitted at ATMs. You may withdraw up to your available balance for point-of-sale transactions from your Checking Account each day.

Automated Teller Audio Response System

Account Access – If we approve your application, you may use your Account number and audio response PIN with a touchtone telephone 24 hours a day to:

- Transfer funds between your Checking and Savings Accounts
- Request that a check be mailed to your address on file for a withdrawal from your Savings Account
- Obtain your recent Account history and balance information for your deposit and loan Accounts
- Make payments on your loan accounts with us from your Checking or Savings Accounts
- Access your line of credit account

This service may be unavailable for a short time each day for system maintenance.

Please refer to Section 2 below for transfer limitations applicable to this service.

Some of these services may not be available for all Accounts

e*teller and Mobile Banking Systems

Account Access - If we approve your application, you may access your Accounts 24 hours a day through the Internet with your Account number and PIN to:

- Transfer funds from your Checking and Savings Accounts
- Request that a check be mailed to your address on file for a withdrawal from your Savings Account
- Obtain your recent Account history and balance information
- Make payments on your loan accounts with us from your Checking and Savings Accounts
- Obtain the most recent year-end tax information

You must download the Mobile Banking App to your Internet device to use the Mobile Banking service. Message and data rates may apply. These services may be unavailable for a short time each day for system maintenance. Your contractual arrangement and any User Instructions for the e*teller and Mobile Banking services may provide for additional terms, conditions, disclosures, and limitations. We reserve the right

to set limits on transaction amounts, subject to notification as required by applicable law.

Please refer to Section 2 below for transfer limitations applicable to this service.

Some of these services may not be available for all Accounts

Electronic Bill Payment

If you have been approved to use the Bill Payment service, you may make bill payments from your Checking Account to third parties as designated in the User Instructions and other payees for which the Credit Union has a proper vendor code number. Your contractual arrangement and any User Instructions for the Bill Payment Service may provide for additional terms, conditions, disclosures, and limitations. We reserve the right to set limits on transaction amounts, subject to notification as required by applicable law.

Direct Deposit and Preauthorized Withdrawal Transfers

You may make arrangements for certain direct deposits to be accepted into your Checking or Savings Accounts or to pay certain recurring bills from your Checking or Savings Accounts. You must notify us at least 30 days in advance to cancel or change a direct deposit or other transfer authorization to transfer funds into your Account with us. See Section 6 below for information regarding stop payment of preauthorized withdrawal transfers from your Account.

Please refer to Section 2 below for transfer limitations applicable to this service.

Electronic Check Conversion

If you pay for something by check and the merchant or other payee permits, you may authorize the merchant or other payee to make a one-time electronic payment from your Checking Account using information from your check to pay for purchases or pay bills. You may also authorize a merchant to electronically debit your Checking Account for returned check fees. You are deemed to have authorized these transfers if you sign an authorization or if you engage in the transaction after receiving notice that the transfer will be treated as an electronic fund transfer.

2. Additional Transfer Limitations. In addition to any other transfer limitations disclosed above for the EFT services, preauthorized, automatic, and telephone transfers from Savings and Money Market Accounts are limited by federal regulation to no more than six per month. If you exceed these limitations, your Account may be subject to a fee or closed.

3. Fees. Please refer to our Fee Schedule accompanying this Agreement for fees and charges that apply in connection with your use of our electronic fund transfers services. When you use an ATM not owned or operated by us, you may be charged an additional fee by the ATM operator or any network used. The ATM operator or network may charge you a fee for a balance inquiry even if you do not complete a fund transfer.

4. Business Days. Our business days are Monday through Friday, excluding holidays observed by the Credit Union.

5. Documentation.

(a) **Terminal Transfers.** You can get a receipt at the time you make any transfer of more than \$15 to or from your Account using an ATM or a point-of-sale terminal.

(b) **Periodic Statements.** You will receive a monthly Account statement from us for your Checking and Savings Accounts if there is electronic fund transfer activity on the Account during the statement period. In any event, you will receive a statement for your Accounts at least quarterly.

(c) **Direct Deposits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at (432) 368-4239 or (800) 658-9297 to find out whether or not the deposit has been made. You may also verify deposits through the Automated Teller Audio Response, e*teller, and Mobile Banking systems.

6. Preauthorized Payments.

(a) **Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So.** If you have arranged in advance to make regular payments from your Account, you can stop any of these payments. Here's how:

Call us or write to us at the telephone number or address listed in these disclosures in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

(b) **Notice of Varying Amounts.** If these regular payments may vary in amount, the person or company you are going to pay will tell you, ten 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 amount would fall outside certain limits that you set.

(c) **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages proximately caused by our failure.

7. Contact in Event of Unauthorized Transfer. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call us during our business hours at:

(432) 363-6600, (800) 000-0000

or write to:

Southwest 66 Credit Union

P.O. Box 12010

Odessa, TX 79768-2010

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.

You may report a lost or stolen VISA Check Card after hours by calling (800) 000-0000.

8. **Confidentiality.** We will disclose information to third parties about your Account or transfers you make:

- Where it is necessary for completing transfers, 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
- If you give us your written permission.

9. **Your Liability for Unauthorized Transfers and Advisability of Prompt Reporting.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, 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.

(a) **For VISA Check Card Transactions Conducted at U.S. ATMs and Point-of-Sale Terminals and Sent Over the VISA and Plus Networks.** If you believe your Card or PIN has been lost or stolen, you will not be liable once you notify us that someone may or has used your Card or PIN without your permission. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card. In those cases, your liability will be determined under the standards set forth below for all other transactions.

(b) **For All Other Transactions.** If you tell us within two business days, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN 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, 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 mailed 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.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

10. **Credit Union's Liability.** 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 proximately caused by our failure. 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 your Account to make the transfer.
- If the terminal or system where you are

making the transfer does not have enough cash.

- If the ATM or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds in your Account are subject to an administrative hold, legal process, or other claim.
- If the failure to properly complete the transaction is caused by erroneous information supplied by you or your agent.
- If you have closed the Account from which you have preauthorized electronic fund transfers to occur.
- There may be other exceptions stated in our agreement with you.

11. **In Case of Errors or Questions about Your Electronic Transfers.** Call or write us at the telephone number or address listed in these disclosures as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number.
- Describe the error or 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 orally, we may require that you send us your complaint or question in writing within ten business days.

We will determine whether an error 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 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. For VISA Check Card point-of-sale (non-ATM) transactions, we will provisionally credit your Account within five business days for the amount you think is in error unless we determine that the circumstances or your Account history warrants a delay of up to ten business days. 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.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within three business days after 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.

12. **VISA Check Card International Transactions.** If you effect an international transaction with your VISA Check Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be: (i) a rate selected by VISA from the 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 (ii) the government mandated rate in effect for the applicable central processing date. We will charge a 1% International Transaction Fee in U.S. dollars for each international purchase, account credit, and cash advance transaction.
13. **Illegal Transactions.** You agree that you will not cause or allow your Card or PIN to be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction. If you use your Card or PIN for a transaction that is determined to be illegal, you will be liable for the transaction. You waive any right to take legal action against the Credit Union for your illegal use of your Card or PIN and agree to indemnify and hold harmless the Credit Union and VISA International, Inc. from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.
14. **ATM Safety Precautions.** Exercise discretion when using an ATM or night deposit facility. Observe basic safety precautions. Prepare for any ATM transactions prior to approaching the ATM or night deposit facility. Retain your receipts, and do not leave them at the ATM or night deposit facility. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using an ATM, place your body in a position so that you will prevent others from observing your PIN when entered. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM, do not accept it. If you have begun a transaction, consider canceling the transaction and leaving the ATM location. Finally, compare your receipts against the statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.