

prove what you owe or that a transaction has taken place, and the copy, microfilm, or microfiche will have the same validity as the original.

11. TRANSACTIONS THAT ARE NOT COMPLETED. If you instruct us to perform an ATM transaction involving your Designated Accounts and we do not complete it on time or in the correct amount, and we have agreed to perform it, with certain exceptions, we will be liable for your losses or damages. Paragraph 4 of this Agreement (“Other Limits on ATM Transactions”) lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable: if we have terminated this Agreement; if the funds in your Designated Accounts are subject to legal process or other encumbrance restricting the transaction; if circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions that we have taken; if an ATM does not have enough cash to complete the transaction; if a merchant refuses your card; or if there is a technical malfunction which is known to you when you try to perform the transaction. There may also be other exceptions as provided by applicable law.

12. OUR RULES AND REGULATIONS AND OTHER AGREEMENTS. Your Designated Accounts may also be governed by other agreements between you and us and by our rules and regulations for your Designated Accounts.

13. INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS. You authorize us to obtain any information deemed necessary to process an application for a Card. Additionally, you agree that we will disclose information to third parties about your Designated Accounts or the transactions you make:

- A. Where it is necessary for completing or documenting transactions or resolving errors involving transactions;
- B. In order to verify the existence and condition of your Designated Accounts for a third party;
- C. In order to comply with orders or subpoenas of government agencies or courts; or
- D. If you give us your written permission.

14. OUR BUSINESS DAYS. Our business days are Monday through Friday, other than legal banking holidays.

15. TERMINATING THIS AGREEMENT. You can terminate this Agreement at any time by notifying us in writing and no longer using your Card or PIN at any ATM. We can also terminate this Agreement at any time. Whether you terminate the Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Card or PIN after this Agreement has been terminated.

16. CHANGING THIS AGREEMENT. We have the right to change the terms of this Agreement from time-to-time. We will notify you at least 21 days before the change will take effect, if the change will cause you greater costs or liability, or if it will limit your ATM access to your Designated Accounts. You will be notified of such changes in the Credit Union’s monthly newsletter, *MemberMatters* and/or in a special mailing to Cardholders. We do not have to notify you in advance, however, if the change is necessary for security reasons.

17. NOTICES. All notices from us will be effective when we have mailed them or delivered them to the last address that we have for you in our records. Notices from you will generally be effective

once we receive them at Wright-Patt Credit Union, Inc., P.O. Box 340134, Beavercreek, Ohio 45434-0134, Attention: Card & ATM Dept.; but notices under Paragraph 9, “Liability for Unauthorized Transactions,” will be effective once you have done whatever is reasonably necessary to give us the information we need, such as by telephoning or mailing a notice to us.

18. COLLECTION EXPENSES. If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney’s fees.

19. APPLICABLE STATE LAW. Any questions under this Agreement will be decided by Ohio law. If any term of this Agreement cannot legally be enforced, this Agreement is to be considered changed to the extent necessary to comply with the law.

Thank you for being a WPCU ATM Card user and a Wright-Patt Credit Union member-owner.

Wright-Patt Credit Union, Inc. WPCU ATM Card Disclosure and Agreement

Dear Member:

The words “you,” “your,” and “yours” refer to the Cardholder(s) jointly and separately. The words, “we,” “us,” “our,” and “Credit Union” refer to Wright-Patt Credit Union, Inc. This Agreement and Disclosure Statement (hereinafter “Agreement”) explains how you can use your ATM Card (hereinafter “Card”) and sets forth the rights and responsibilities of you and the Credit Union. You will be bound by this Agreement by your first use of your Card. You cannot use the Card to perform any transactions until you have activated the Card by setting up your Personal Identification Number (“PIN”). If you do not want to use the Card, please destroy the Card and contact us immediately.

1. YOUR ENCODED CARD AND PIN. We have encoded your Card for use in STAR, Money Station™, and PLUS® automated teller machines. In this Agreement, we will refer to them as “ATMs.” At ATMs, you can access your Checking Account and Share Account which you have with us. You can make point-of-sale purchases from your Credit Union Checking Account only. In this Agreement, we will call your Checking Account and/or Share Account which are to be accessed at any ATMs the “Designated Account(s).”

If you would like to have ATM access to more than one Checking or Share Account which you have with us, you must request a separate Card for each additional Checking and Share Account which you desire to access.

The Card shall remain our property and shall be surrendered immediately to us upon our request. You cannot transfer your Card to another person and we may cancel and retrieve your Card at any time without notice to you. You may not, under any circumstances, duplicate your Card or any other Card, or allow or cause your Card or any other Card to be duplicated.

You will also have the opportunity to designate a PIN during card activation. You may change your PIN to any four-digit number of your choice at any WPCU ATM. Your PIN cannot be changed at any ATM that is not a STAR ATM. You may find it easier to remember a PIN of your own selection. We suggest you choose something easy to remember, but not easy to identify. We recommend you DO NOT use your birthdate, address, numbers on your driver’s license, social security numbers, etc.

For your protection, you should guard the secrecy of your PIN, and you agree not to write your PIN on your Card or Card sleeve and not to keep your PIN any place where it may be found with your Card. You agree not to let anyone use your card. Sharing your PIN with another person could cause you to take a loss of funds and dismiss WPCU of liability as it relates to monetary loss.

2. PREAUTHORIZATION PAYMENTS. You may not use your Card to enter into any preauthorize payment arrangements.

3. USING ATM SERVICES. During the hours that an ATM is accessible to the general public, you can use your Card and PIN at any ATM for the following purposes, to the extent the law allows and the ATM is able to perform the transaction.

A. *Cash Withdrawals.* You can use your Card and PIN at any



P.O. Box 340134 • Beavercreek, OH 45434-0134
(937) 912-7000 • (800) 762-0047 • TDD (937) 912-7001

ATM to obtain a cash withdrawal from your Designated Accounts (or a loan, in the case of a withdrawal from your Designated Account when your Designated Account has a zero balance and you have an approved Line of Credit for overdraft protection). Withdrawals cannot exceed \$500.00 on the same calendar day. You may apply for a higher dollar limit on your Designated Account.

- B. *Deposits.* You can use your Card and PIN at any STAR Ohio ATM to make a deposit to your Designated Accounts. Money Station ATMs that are not STAR ATMs will not accept deposits over \$10,000.00. ATMs outside the state of Ohio will not accept deposits.
- C. *Transfers.* You can use your Card and PIN at any ATM to transfer Money between your Designated Accounts.
- D. *Making Payments.* You can use your Card and PIN at any STAR ATM to make payments on certain loans which you have with us by depositing a payment in the STAR ATM with cash or a check. Whenever you make a payment you must deposit a payment envelope in the STAR ATM with a payment coupon or bill. Money Station and PLUS ATMs will not accept payments. Payments can be made only at machines designated as a STAR ATM. Loan payments are subject to verification prior to posting.
- E. *Balance Inquiries.* You can use your Card and PIN at any ATM to check the balance in your Designated Accounts. Generally, our balances will be up-to-date. There are times, however, when your balances may not show some of the most recent transactions involving your Designated Accounts. It is your responsibility to maintain an accurate record of the balances in your Designated Accounts.
- F. *Posting of Transactions.* Posting of credit for deposits and debit/credit for other transactions to your Designated Accounts will generally be posted immediately. However, posting times of transactions are not guaranteed. All ATM deposits are subject to verification and may be placed on hold if the Credit Union deems necessary, based upon our Funds Availability Policy. A copy of our Funds Availability Policy may be obtained at any member center. Contact the Credit Union Cards & ATM Dept. for further explanation.

4. OTHER LIMITS ON ATM TRANSACTIONS. We will not be required to complete an ATM withdrawal, transfer, or point-of-sale transaction (hereinafter in this paragraph "Transaction") from any Designated Account if you do not have enough money in the Designated Account to cover the Transaction; however, we may complete the Transaction. You agree not to use your Card and/or PIN for a Transaction that would cause the balance in your Designated Account to go below zero unless you have overdraft protection with your Designated Checking Account. If you have a Line of Credit, you agree not to use your Card and PIN for a Transaction that would cause the outstanding balance of your Line of Credit to go above your credit line. We will not be required to complete any Transaction, but if we do so, you agree to pay us the excess amount, or improperly withdrawn amount, or transferred amount immediately upon our request. We will also refuse to complete your Transaction if your Card is damaged or has been canceled, or we cannot complete the Transaction for security reasons.

5. FEES FOR ATM SERVICE.

- A. *STAR/Money Station ATMs not owned or operated by WPCU.* You will receive up to six free transactions per month, with

a \$.60 fee per transaction thereafter, based upon your relationship with WPCU. There is no charge for deposits or point-of-sale transactions. The six transactions include any combination of withdrawals, balance inquiries, or transfers.

- B. *Plus System.* Transactions at PLUS System machines that are not STAR or Money Station ATMs are charged a \$1.50 fee per transaction.

6. OTHER CHARGES FOR ATM SERVICE.

- A. You may be charged \$5.00 for a replacement Card issued at your request.
- B. If your usage of the Card results in a negative balance on your Designated Account, we will: (1) Consider the negative balance as your request for a loan advance against your Line of Credit loan. (2) If you do not have a Line of Credit loan, or if a loan advance against the Line of Credit loan would cause your Line of Credit loan balance to exceed your approved limit, then a transfer from your Share to Checking Account, or from your Checking to Share Account will be made to correct the negative balance condition. There is a charge of \$5.00 for this service. (3) If a negative balance cannot be corrected by either (1) or (2) above, a charge of \$25.00 per transaction will be assessed to the account or accounts having the negative balance condition. You agree that you will not use your Card until all negative balances have been corrected.

7. RECEIPTS AND ACCOUNT STATEMENTS. You will receive a receipt for transactions made with your Card at an ATM. Final credit for all deposits and payments made by you at an ATM are subject to our verification of the actual amounts deposited and paid, regardless of the figure shown on the receipt you receive at the ATM. You will receive a monthly account statement for your Designated Accounts.

8. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. Telephone us at (937) 912-7000 or (800) 762-0047, or write us at Wright-Patt Credit Union, Inc., P.O. Box 340134, Beavercreek, Ohio 45434-0134, Attention: Cards & ATM Dept., as soon as you can, if you think your receipt or statement is wrong, or if you need more information about a transfer listed on your receipt or account statement. We must hear from you no later than 60 days after we send the FIRST account statement on which the problem or error appears.

- A. Tell us your name and Checking and/or Share Account number.
- B. 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.
- C. Tell us the dollar amount of the suspected error. If you tell us orally, we may require you send us your complaint or question in writing within 10 business days. For ease of processing your complaint, a written confirmation form will be provided to you by the Credit Union upon receipt of your oral notification. Such forms are also available at any of our member centers.

We will tell you the results of our investigation within 10 business days (within 20 business days if your com-

plaint or question involved an ATM or point-of-sale transaction to or from an account, within 30 days after the first deposit to the account was made) after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if your complaint or question involved an ATM or point-of-sale transaction to or from an account, within 30 days after the first deposit to the account was made, the alleged error involved a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question.

If we decide to do this, we will recredit your account within 10 business days (within 20 business days if the complaint or error involved an ATM or point-of-sale transaction to or from an account, within 30 days after the first deposit to the account was made) 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 questions in writing and we do not receive it within 10 business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

These rights apply to ATM or point-of-sale transactions involving your Designated Accounts. You have different rights with regard to the resolution of errors with your Designated Accounts which do not involve an ATM transaction.

9. LIABILITY FOR UNAUTHORIZED TRANSACTIONS. You will be liable for unauthorized use of your Card at an ATM to the extent allowed by applicable federal and state law.

The following description of your liability for unauthorized use of your Card is required by federal law. Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Designated Accounts, plus your maximum overdraft Line of Credit protection. If your Card has been lost or stolen, and you tell us within 2 business days after you learn of the loss, you can lose no more than \$50.00 if someone used your Card without your permission. If you do NOT tell us within 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 \$500.00.

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 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.

This is a statement of your liability under federal law. Your liability may be more limited in certain cases under applicable state law. If you believe that your Card has been lost or stolen, or that someone has transferred or may transfer money from your Designated Accounts without your permission, call (937) 912-7000 or (800) 762-0047, or write Wright-Patt Credit Union, Inc., P.O. Box 340134, Beavercreek, Ohio 45434-0134, Attention: Cards & ATM Dept.

10. EVIDENCE. If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to