

ELECTRONIC FUNDS TRANSFERS AGREEMENT

YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Funds Transfers we are capable of handling, some of which may not apply to your account.

Please read the disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Funds Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic funds transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credit.** You may make arrangements for certain direct deposits to be accepted into your share draft, share, or money market account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft or share account(s).
- **Electronic Bill Pay-** You may authorize payments to third [3rd] parties. Refer to "Online Banking Bill Pay" disclosure for additional information.
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your credit card, line of credit, or deposit obligations to us or you cause a loss to AFL-CIO EFCU. We shall not be liable to you in any regard in connection with such suspension of services.

Credit Union Audio Response Line - types of transfers - You may access your account by telephone 24 hours a day at **(202) 637-8855 (AMIE, 24/7 Telephone Teller)** using your personal identification number and your account number to:

- Transfer funds from share draft to shares
- Transfer funds from shares to share draft
- Transfer funds from line of credit to share draft or shares
- Make payments from share draft or shares to loan account with the credit union
- Get information about:
 - The account balance of share draft or shares accounts
 - Any other account with the credit union

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM or Visa® Debit/Check Card using your card and personal identification number to:

- Make deposits to share draft, shares, or money market account(s) with an ATM card or Visa® Debit/Check Card.
- Get cash withdrawals from share draft, shares, or money market account(s) with an ATM card or Visa® Debit/Check Card.
- The following limitations on the frequency and amount of ATM card or Visa Debit/Check Card transactions may apply:
 - There is no limit on the number of Visa Debit/Check Card purchases you make per day.
 - Purchase amounts are limited to the amount in your account.
 - There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
 - You may withdraw up to a maximum of \$500 in a 24-hour period from an ATM machine, if there are sufficient funds in your account.
 - For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
 - You may transfer up to the available balance in your accounts at the time of the transfer.
- Transfer funds from shares to share draft or money market account(s) with an ATM card or Visa® Debit/Check Card.
- Transfer funds from line-of-credit to share draft, shares, or money market account(s) with an ATM card or Visa® Debit/Check Card.
- Transfer funds from money market account (s) to share draft or share account(s) with an ATM card or Visa® Debit/Check Card.
- Make payments from share draft, shares, or money market account(s) with an ATM card or Visa® Debit/Check Card to loan accounts with us.
- Get information about the account balance of your share draft or shares account(s) with an ATM card or with a Visa® Debit/Check Card.

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

ATM Card Point-of-Sale Transactions – You are able to use your ATM card with your PIN at ATMs only. Use of your ATM card is not allowed for online purchases, to purchase goods in person, to pay for services in person, or to get cash from a merchant or participating financial institution.

Currency Conversion and International Transactions: When you use your Visa® Debit/Check Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by Visa from the range of rate available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government- mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 0.8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion.

If there is a currency conversion, the International Service Assessment is 1% OF THE TRANSACTION.

In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

On-line Access Application. You may access your account(s) by computer or other electronic device through the internet by logging onto our website at www.aflcioefcu.org and using your ID, password and another form of authentication to:

- Transfer funds from share draft to shares
- Transfer funds from shares to share draft
- Transfer funds from line of credit to share draft or shares
- Make payments from share draft to third parties (Bill Pay)
- Get information about the account balance of share draft or shares account(s) or any other account

FEES AND CHARGES

If you use your ATM or Visa Debit /Check Card in an automated teller machine (ATM) that is not owned and operated by us, or a credit union, or an ATM network that participates in the Allpoint or the CO-OP Network, you may be charged a fee by the ATM operator. That fee, known as an ATM surcharge, will be added to the amount you withdraw and debited from your account if you elect to complete the transaction.

Additional fees may be charged as indicated in a separate Fee Schedule.

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** 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 **(202) 637-8855 (AMIE, 24/7 Telephone Teller)** or go online to access to your account to find out whether or not the deposit has been made.
- **Periodic Statements.** You will get a monthly statement from us for your share draft accounts. You will get a monthly account statement from us for your share accounts, unless there are no transfers in a particular month. In the latter case, you will get a statement quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
 - Call or write us at the telephone number or address listed in this brochure in time for us to receive your request three (3) 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.
 - **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 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 will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
 - **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments (3) 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.

FINANCIAL INSTITUTION'S LIABILITY

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;

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line-of-credit and the transfer would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal 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.
- There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the 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
- As explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

Consumer liability:

Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check or draft. Telephoning the credit union is the best way to keep your possible losses at a minimum. It is possible that you could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within (2) two business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within (2) two business days after you learn of the loss or theft of your card and/or code and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

In addition, 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 60 days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money had you told us in the appropriate timeframe.

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

If you provide use of your card to a third party; a user other than the primary account user, joint account holder with an issued card in their name, or authorized card user with an issued card their name; you are responsible for the transactions that take place on the card. The credit union reserves the right to suspend issuance of cards in the future.

Additional Limit on Liability for Visa® Debt/Check Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Debt/Check Card. This additional limit on liability does not apply to ATM transactions outside of the U.S. or to transactions using your Personal Identification Number, which are not processed by VISA®.

(a) Contact us in event of unauthorized transfer.

If you believe your card and/or code has been lost or stolen, call or write the credit union at the telephone number or address listed in this brochure. You should also call the telephone number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

In case of Errors or Questions about Your Electronic Funds Transfers, Call or Write us at the telephone number or address listed in this brochure, 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. Include the following information with your call or written letter:

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) 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 10 business days.

We will determine whether an error occurred within 10 business days [(5) five business days for Debt card point-of-sale transactions processed by Visa] and 20 business days if the transfer involved a new account. After we hear from you, we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will issue a provisional credit to your account within 10 business days (5 business days for ATM point-of-sale transactions processed by ATM and 20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results within (3) 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.

AFL-CIO EMPLOYEES FEDERAL CREDIT UNION
555 NEW JERSEY AVE, SUITE 100, WASHINGTON, DC 20001
PHONE (301) 683-2800

Business Days. The Credit Union's business days are Monday through Friday, excluding Federal Holidays and as posted on the Credit Union website at www.aflcioefcu.org.

CONDITIONS OF SERVICE

Ownership of Cards. Any Card or other device that 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 may not 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.

Security of Access Code. The access codes issued to you are for the purpose of protecting your accounts from unauthorized access. You are responsible for the safekeeping of 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 joint owner you authorize to use an access code may withdraw or transfer 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 Cards 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 or and together, shall be responsible for all transactions to or from any savings account, checking account, or loan account 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 transaction on any account from any joint account owner.

REVOCATION OF CARDS

We reserve the right to revoke and retain your card:

- If you are indebted to the Credit Union as maker or co-maker and the loan for which you are responsible becomes delinquent.
- If your share draft account is overdrawn and you exceed your approved line of credit limit.
- If you declare bankruptcy.
- If a Writ of Attachment is placed against your account.
- If you disseminate your PIN to any unauthorized person.
- For any other reason that the Credit Union may adopt from time to time.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility.
- Always save your ATM receipts, do not leave them at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements you receive

- Don't lend your ATM card to anyone
- Remember do not leave your card at the ATM.
- Do not leave any documents at a night deposit facility.
- Protect the secrecy of your Personal Identification Number (PIN).
- Protect your ATM card as though it were cash.
- Don't tell anyone your PIN.
- Do not give anyone information regarding your ATM card or PIN over the telephone.
- Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner.
- Do not write your PIN where it could be discovered. For example, do not keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) are well-lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Don't display your cash; pocket it as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up-facility, make sure all the car doors are locked and all the windows are rolled up, except the window you are using to access the ATM machine. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility, For instance, let us know if a light is not working or there is any damage to a facility, and please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

Online Banking Bill Pay

All payments you make through Bill Pay will be deducted from your designated payment account. Any payment you wish to make through Bill Pay must be payable in U.S. Dollars. Each payee must appear on the payee list you create with the AFL-CIO Employees Federal Credit Union and the account you are paying must be in your name. No bills made to cash will be paid. The payment process will be initiated on the send on date you select. Funds must be available in your account on the send on date.

You must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on your invoice/statement provided in your agreement with payee, not taking into

account any grace period provided by the payee). We cannot guarantee the time that any payment will be credited to your account by the vendor.

IMPORTANT: Payments may take up to ten (10) days to reach the payee, as they are sent either electronically or by check. AFL-CIO Employees Federal Credit Union is not liable for any service or late charges levied against you.

The following limitations on Online Banking Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day, provided they do not exceed available funds.
- There is no monetary limit per transaction, provided they do not exceed available funds.
- Bill payments can only be made from your share draft checking account.
- Payments cannot be made to; payees outside of the United States, for gambling, lottery, casino, or other illegal transactions.