ELECTRONIC FUNDS TRANSFERS  
AGREEMENT AND DISCLOSURES  
  
TERMS AND CONDITIONS FOR **CU@HOME BANKING**  
Please read these Terms, and Conditions. You may print this document by clicking on the "Print" button of your Internet Browser. You may also obtain a copy of this document at the Credit Union's office or by calling us at **(630)499-5690.** After reading this document please indicate your acceptance of these Terms, and Conditions where indicated below.)  
  
2. General: The terms and conditions that appear below apply to our NETBRANCH. You agree that your use of the CU@Home Banking will be governed by the terms of your Account Agreement, these Terms and Conditions, and any additional terns, or conditions that maybe provided to you.  
  
3. Computer Equipment and Software: You will need to have a personal computer, an Internet Service Provider and a browser such as Microsoft Internet Explorer 4.x or higher or Netscape Navigator 4.x or higher to access CU@Home Banking You are responsible for any and all telephone company and /or Internet Service Provider.  
  
\*\*\*\*\*\* Credit Union does not make any warranties on equipment, hardware, or software, with respect to your internet service provider either expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.  
  
4. Additional Services: We may introduce new programs or enhance the existing CU@Home Banking from time to time. We will notify you when these new or enhanced programs are available. By using these programs when they become available, you agree that they will be governed by these Terms and Conditions as well as any additional terms, and conditions we may provide to you.  
  
5. PIN Security: You agree to keep your PIN in confidence, to refrain from disclosing your PIN to any third party and to refrain from recording or displaying your PIN in such a manner that it will be accessible by third parties. You agree that the use of the PIN by you, and other applicants, any party to any of your Accounts which may be accessed by the PIN, anyone you permit or authorize to use your PIN, and anyone to whom you shall be liable. You will be responsible for reporting the loss, theft, or compromise of your PIN to us as soon as possible after the loss, theft, or compromise.  
  
6. Electronic Communication: You expressly agree that we may send any required information to you by electronic communication. The term "electronic communication" means a message transmitted electronically in a format that allows visual text to be displayed on electronic equipment such as a personal computer monitor.  
  
7. Insufficient Funds Transactions: If your Account balance is insufficient to cover any transaction(s), we may treat these transactions as insufficient funds transactions; or as overdraft requests if you have an approved overdraft protection plan with us. The Credit Union reserves the right to refuse any transaction if you do not have an approved overdraft protection agreement with us, which decision shall be at the Credit Union's sole discretion.   
  
8. Preauthorized Transfer Services. You can authorize the following transactions without the use of an access device issued by the Credit Union: (1) Payments: You can make payments on your loans with the Credit Union directly from your designated accounts; (2) Within Credit Union Transfers: You can arrange to transfer funds between your designated accounts within your member number. You can apply to transfer funds from your accounts to the account(s) of other members; (3) Direct Deposits and Payments: You can authorize persons or companies to make direct deposits or withdrawals to or from your share or share draft accounts for payroll, pension, social security and other types of deposits or payments. You may give other persons or companies written or oral permission to transfer payments from your Credit Union accounts through ACH or other electronic means. Such agreements or arrangements are solely between you and the other person or company. The Credit Union shall have no responsibility or liability to you for any such transactions. You should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to others hereunder applies to all ACH or other electronic transactions, whether evidenced by any type of writing or converted to a written instrument by the other person (and/or their agents). All such transactions are deemed to be authorized by you.  
  
9. Electronic Check Conversion -Types of Transfers. Your check or information you convey to a third party can result in an electronic funds transfer. This can happen in several ways. For example:  
º You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.  
º At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.  
º Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.  
º This can also happen when you provide information from your check or an account to another by telephone, Internet or otherwise, who then converts the information given to an electronic transaction, ACH or otherwise.   
º You agree that any such transaction is subject to all applicable terms and conditions set forth in this Electronic Transfers Section of your Membership Agreement.  
  
CU@Home Banking If we approve the CU@Home Banking Service, you may access your accounts through a personal computer (PC) under the CU@Home Banking service with your access device code. You must use your access code along with your account number to access your accounts. You may use the CU@Home Banking service to:

º Change your access code.   
º Obtain account information related to any of your share savings and loan accounts regarding current balance, history, dividends, loan interest and payoff amounts, payroll and automatic deductions.   
º Make transfers to or from your share/share draft accounts or such accounts you have authorized in writing prior to such transfer request.   
º Request advances on your personal line of credit, deposit the proceeds in your share or share draft accounts or have the proceeds mailed directly to you at the mailing address listed for your account.   
º Withdraw funds from share or share draft and personal line of credit accounts by check made payable to you and mailed to you at your mailing address.   
º Make loan payments from any share or share draft account to any loan account of yours.   
  
10. Insufficient Funds Transactions: If your Account balance is insufficient to cover any transaction(s), we may treat these transactions as insufficient funds transactions; or as overdraft requests if you have an approved overdraft protection plan with us. The Credit Union reserves the right to refuse any transaction if you do not have an approved overdraft protection agreement with us, which decision shall be at the Credit Union's sole discretion.   
  
11. General Rules for Using Your Access Device(s). You acknowledge and agree to the following:  
  
a. Your Access Device(s) are for personal use only. You agree not to allow another person to use your Access Device(s).  
  
b. You agree not to reveal your PIN/Password(s) to another person and WILL NOT write your PIN/Password(s) on any Access Device(s). You are responsible for all Transactions made by you or anyone else who uses your Access Device(s) with your knowledge and consent. You are also responsible for unauthorized use of your Access Device(s) to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Device(s) is responsible for all Transactions they make and for all Transactions made by others with their permission. This does not limit your own responsibility. You agree to be responsible to maintain your Access Device(s) with maximum security.  
  
c. You authorize the Credit Union to debit / credit your accounts for all Transactions as if each Transaction were signed by you. Further, you agree that by acceptance or use of your Access Device(s) the Credit Union is authorized to pay from any account necessary to satisfy any Transaction, fee or service charge that results from the use or misuse of your Access Device(s).  
  
d. You acknowledge that your Access Device(s) remains the Credit Union's property and agree to surrender your Access Device(s) to the Credit Union or its agent upon demand or through retrieval by any other method.  
  
e. You agree to use caution when using any ATM or other electronic terminal or device to complete any Transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a Transaction or other visit to any ATM or other electronic terminal location. You or any user assume the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.  
  
f. An Access Device(s) may be issued to any member or joint owner of legal age when qualified under the rules, regulations, and by-laws of the Credit Union. Only one Access Device(s) may be issued to each member or joint owner.  
  
g. If your Access Device(s) is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device(s) may be issued by us at the cost set forth in the Schedule. You agree to pay the Credit Union the fee in effect at the time for all copies that you request from us.  
  
h. The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.  
  
i. The Credit Union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.  
  
j. You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device(s) issued by the Credit Union, and you agree to assist the Credit Union in these efforts.  
  
k. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.  
  
  
l. The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device(s).  
  
m. The Credit Union cannot stop payment on any point-of-sale Transaction.  
  
n. If you incur a charge in foreign currency, the charge will be converted by VISA« International into a United States dollar amount, using the procedures and the operating regulations in effect at the time the Transaction is processed. Those procedures, as amended from time to time, currently provide for either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date, increased by 1%. Because of the fluctuations in foreign currency exchange rates, the conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.  
  
o. You agree that by acceptance or use of an Access Device(s), or other Electronic Funds Transfer Services the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.  
  
p. You will not obtain any Access Device(s) to make transactions on your accounts with us that is not issued or approved by us.  
  
q. Merchants and others who honor the Check Card or related Access Device(s) may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.  
  
r. You understand that you must keep your share and share draft account open in order for your applicable electronic services to remain valid. You agree to return all Access Device(s) if you close your account(s), or upon our request.  
  
12. Termination and Amendment. The Credit Union reserves the right at any time to terminate your right to make Transactions and to retrieve or ask for the immediate return of any Access Device(s) it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's share account records. It is the obligation of each member to provide new addresses to the Credit Union.   
  
13. Access Device(s) Revocation. Any Access Device(s) issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:  
  
a. Overdrafts occur as a result of insufficient or uncollected funds on an account.  
  
b. Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.  
  
c. Loan, VISA« or other delinquency with the Credit Union.  
  
d. Forced closure of a share or share draft account at the Credit Union due to misuse.  
  
e. Special balance requirements, if any, are not maintained by you.  
  
f. Any other situation in which the Credit Union deems revocation to be in its best interest.  
  
14. CU@Home Banking. You may make CU@Home Banking transactions at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Schedule or limits under other agreements with us, you may make fund transfers to your accounts or other accounts you authorize as often as you like; however, there are certain limitations on transfers from share savings accounts, as discussed herein and above. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.   
  
15. Your Stop Payment Rights.  
  
a. Preauthorized Transactions:  
  
If you have arranged in advance to make regular 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 the Credit Union orally or in writing in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. This means that the preauthorized payment and future preauthorized payments to the payee you identify may be paid by us from your account(s) after the 14th day.   
  
If you order us to stop a preauthorized transfer three (3) business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages proximately caused by our failure.  
  
b. Other Transactions:  
  
Other transactions hereunder are considered contemporaneous. Therefore, you have no right and we have no obligation to stop or to attempt to stop any other transactions.   
  
16. Direct Deposits. If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call or write us at the telephone number or address listed in the Schedule to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.  
17. Periodic Statements. Transfers and withdrawals transacted through an ATM or POS terminal or ARU Telephone Response, CU @Home Banking or debit card purchase will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a month. In any case, you will receive a statement at least quarterly.   
  
17. Liability for Failure to Make a Transaction. If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:  
  
a. You do not have enough money in your account to make the transaction through no fault of ours.  
  
b. The transaction goes over the credit limit on your overdraft line.  
  
c. The terminal where you were making the transaction does not have enough cash.  
  
d. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.  
  
e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.  
  
f. You have not properly followed instructions for operation of the ATM or system.  
  
g. The funds in your account are subject to legal process or another similar encumbrance.  
  
h. The transaction would exceed one of the established limits contained in this Agreement or by your other agreements with us.  
  
i. Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.  
  
18. Information Disclosure. We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, 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) if you give us your written permission.  
  
19. In Case of Errors or Questions About Transactions. In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed in either section E, Membership Liability, or at the end of this disclosure, as soon as you can.. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or VISA Credit Card Agreement for a description of your rights.) We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:   
1. Tell us your name and account number.   
2. Describe the transfer you are unsure about, and include to the extent possible, the type, date 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 ten (10) business days, at the address listed in this Agreement and Disclosure.   
We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred.   
If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final).   
For transactions initiated outside the United States, or resulting from a point-of-sale debit card transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.   
Special Rules for Provisional Credit for Visa« Check Card Transactions:  
  
If you believe a Visa« Check Card Transaction was unauthorized, we will re-credit your account within five 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 in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.  
  
20. Your Liability for Unauthorized Transaction. Tell us AT ONCE if you believe your Access Device(s) has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your Access Device(s), you are responsible for any transactions they authorize or conduct on any of your accounts.   
  
Special Notice to VISA Check Cardholders. If there is an unauthorized use of your VISA Check Card or an Internet transaction, and the transaction takes place on the VISA network, then your liability will be zero ($0.00). This provision limiting your liability does not apply to either VISA commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero ($0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than sixty (60) days after your statement was mailed to you.   
For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than $50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as $500. In no event will you be liable for more than $50 for any unauthorized line of credit transaction.   
Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can 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 periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call or write us at the telephone number or address set forth in the Schedule or on the back cover of this booklet.  
If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.  
  
21. Reporting A Lost Access Device(s).  
  
If you believe that any Access Device(s) has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call the Credit Union or write us at the telephone number or address listed in this Booklet or the Schedule. If you recover your Card / Access Device(s) after you have notified us, DO NOT USE IT.   
  
SCHEDULE OF ADDITIONAL TERMS // HOME BANKING SERVICES DISCLOSURE  
  
CREDIT TO ACCOUNTS FOR MEMBER DEPOSITS AND BUSINESS DAY DISCLOSURE:   
  
The Credit Union's "daily cut-off time": All deposits or transactions received after the time we close for business on a day we are open or received after we open our Night Depository, or received on a day on which we are closed for business, will be treated as if received on the next business day that we are open. Our business hours are listed below.

The Credit Union's "daily cut-off time" for Uniform Commercial Code Funds Transfers: All deposits or transactions received after the time we close for business on a day we are open or received after we open our Night Depository, or received on a day on which we are closed for business, will be treated as if received on the next business day that we are open. Our business hours are listed below.

The Credit Union's business day disclosure: Our business days are Monday, Tuesday, Thursday & Friday from 8:30am to 5:00pm and Wednesday from 8:30-12:00pm and closed on Saturday & Sunday.  
  
**IMPORTANT INFORMATION REGARDING YOUR ELECTRONIC SERVICES:**  
  
**Direct All Reports, Requests and Inquiries to:   
  
\*\*\*\*\*\* Aurora Policemen Credit Union \*\*\*\*\*\*  
1200 E. Indian Trail   
Aurora, Illinois 60505**  
(630)499-5690