

LEXINGTON POSTAL CREDIT UNION  
REG. "E" DISCLOSURE

VISA CHECK CARD AND ELECTRONIC FUNDS  
TRANSFER TERMS AND CONDITIONS

NOTICE: THESE TERMS AND CONDITIONS RELATED TO THE USE BY YOU AND YOUR VISA CHECK CARD, IF YOU HAVE ONE, INCLUDE WITHOUT LIMITATION POINT-OF-SALE TRANSACTIONS EFFECTED THROUGH USE OF YOUR VISA CHECK CARD AND TO OTHER ELECTRONIC TRANSFERS TO OR FROM YOUR ACCOUNT(S) THAT ARE GOVERNED BY THE FEDERAL ELECTRONIC FUNDS TRANSFER ACT INCLUDING, BUT NOT LIMITED TO DIRECT DEPOSITS AND AUTOMATIC PAYMENTS TO OR FROM YOUR ACCOUNT(S). PLEASE REFER TO THE GENERAL RULES AND REGULATIONS FOR YOUR ACCOUNT (S) FOR OTHER INFORMATION RELATED TO THESE ACCOUNT(S).

THESE TERMS AND CONDITIONS CONSIST OF 3 PARTS-BASIC DISCLOSURE, MEMBER AGREEMENT, AND A MEMBER SCHEDULE FOR SERVICE CHARGES AND FEES (WHICH IS PROVIDED SEPARATELY). BE SURE TO READ ALL PARTS BEFORE SIGNING OR USING YOUR VISA CHECK CARD.

**DEFINITIONS**

To the extent applicable, references in these terms and conditions to (i) "share draft accounts" will include checking accounts and other similar transaction accounts, (ii) "share accounts" will indicate share drafts, savings accounts and money market accounts, (iii) "share drafts" will include checks and negotiable orders of withdrawal, (iv) "member" will include customer.

**BASIC DISCLOSURE**

1. Tell us at once if you believe your VISA Check Card or Personal Identification Number ("PIN") has been lost or stolen. Telephoning is the best way to keep possible losses down. Your liability for unauthorized use of your VISA Check Card will be \$0 if you meet all of the following conditions:
  - You must report the loss or theft of your card within 24 hours of the discovery of such loss or theft.
  - You must have exercised reasonable care in safeguarding such card from risk of loss or theft.
  - You may not have reported two or more incidents of unauthorized use in the preceding twelve-month period.
  - Your account must be in good standing.

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 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 hospital stay) kept you from telling us, we may extend the time period. You may use your VISA Check Card to purchase goods and services from participating merchants. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

You may use your Card and PIN (Personal Identification Number) in an ATM (automated teller machine) of the Credit Union, VISA, Cirrus and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your card to:

- Make deposits to your share and share draft accounts
- Withdraw from your share and share draft accounts
- Transfer from your share and share draft accounts
- Make POS (point-of-sale) transactions with your Card and PIN to purchase goods or services at merchants that accept VISA
- Order goods or services by mail or telephone from places that except VISA

The following limitations on the frequency and the amount of VISA Check Card transactions may apply:

- You may transfer up to the available balance in your accounts at the time of the transfer
  - There are daily withdrawal and purchase limits. The purchase limit is \$1500 daily and the withdrawal limit is \$200 daily
  - Your VISA Check Card is not on-line, so you will need to know your balances at all times
2. If you believe your VISA Check Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call the phone number or write to the address on the front of this form.
  3. Our business days are shown on the front of these Terms and Conditions. Holidays are not included.
  4. If you have a VISA Check Card and maintain share draft or share accounts with us, you may use your VISA Check Card to:
    - a. Make purchases at any merchant, which accepts VISA Check Card worldwide.
    - b. Withdraw cash from your share draft or share accounts;
    - c. Make deposits to your share draft or share account(s);
    - d. Have your share drafts validated at places that have agreed to accept the VISA Check Card;
    - e. Make purchases or withdrawals at certain merchant locations by means of electronic charges to your local share draft account.

If you have both share draft and share accounts with us, you may use your VISA Check Card to make transfers between those accounts.

Some of the information in this section may not be available at all locations, and some services may not be available at this institution at this time.

5. The maximum amount that you may withdraw using your VISA Check Card is limited. Contact the institution for your personal account limitations. Also, you may only be able to withdraw cash in certain multiples, as indicated at each ATM. There may be other limitations imposed on the number of withdrawals and the amount you can withdraw within any period using VISA Check Card. Refer to the Member Schedule of Service Charges and Fees for this information on your type of depository account. Note also that the limits on your use of your VISA Check Card may be different at ATM's owned by other institutions.
6. If you are to be charged for electronic funds transfer or the right to make transfers, those fees will be listed on the Member Schedule of Service Charges and Fees.
7. (A) You can get a receipt at the time you make any transfer to or from your account using MAC machine.  
(B) 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 the phone number listed on the front page of these Terms and Conditions to find out whether the deposit has been made.  
(C) You will get a share draft account statement monthly. You will also get a monthly share account statement unless there were no transfers to or from your account in a particular month. In any case, you will get a share account statement at least quarterly.

8. (A) If you have told us in advance to make regular payments from your account, you can stop any of these payments. Here's how:
  - Call the phone number or write to the address shown on the front of this form in time for us to receive your request, 3 business days or more before the payment is scheduled deduct from your account. Be sure to tell us the name of the company or person to whom the payment is going to be made and the amount of the payment you wish to stop. If you call, we may also require that you put your request in writing and get it to us within 14 days after you call. You will be charged for each stop payment you give in accordance with the Member Schedule of Service Charges and Fees.
- (B) If these regular payments vary in amount we or the person you are going to pay will tell you how much you are going to pay 10 days before payment the amount and time it will be made. You may choose to only get this notice if the amount varies a certain amount from the previous payment or when payment falls outside a predetermined range.
- (C) If you order us to stop one of these payments 3 days before transaction is scheduled, and we do not do so, we will be liable for your losses or damages.
9. If we do not complete a transfer to or from your account on time or in the correct amount according to our Member Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:
  - (A) If through no fault of ours, you do not have enough money in your account to make the transfer;
  - (B) If the ATM Machine where you are making the transfer does not have enough cash;
  - (C) If the terminal or system was not working properly and you know about the breakdown when you started the transfer;
  - (D) If circumstances beyond our control prevented the transfer despite reasonable precautions that we have taken; or
  - (E) If the transfer can not be made because of legal restrictions affecting you account.
- There are other restrictions stated in the Member Agreement below.
10. We will disclose information to third parties about your account or the transfers you make;
  - (A) where it is necessary for completing transfers; or
  - (B) in order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant or another financial institution; or
  - (C) in order to comply with government agencies or court orders; or
  - (D) in the investigation or prosecution of alleged fraudulent activity concerning your accounts; or
  - (E) if you give us your permission.
11. **IN THE CASE OF ERRORS OR QUESTIONS ABOUT OUR ELECTRONIC TRANSFERS:**

Call the phone number, or write to the address shown on the front of this form 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 you your FIRST statement on which the problem or error appeared.

  - (A) Tell us your name and account number (if any).
  - (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 questionable transaction. If you tell us orally, we require you to follow up your question with a written document within 10 days. In most cases, we will tell you the result of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time in such cases, however, we may take up to 45 days to investigate your complaint or question.

If we decide to do that we will re-credit your account within 10 business days the amount which 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, however, your complaint or question involves a transfer that was initiated outside the United States (including territories and possessions) or that is a point-of-sale transaction effected through use of your VISA Check Card the period within which we tell you the results of our investigation is 20 business days after we hear from you or, at our option, 90 days thereafter. If we decide to do that we will re-credit your account within 20 business days the amount, which 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 in any case we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not re-credit your account. We will not re-credit your account if the account is subject to the margin requirements or other aspects of Regulation T of the Board of Governors of the Federal Reserve System. 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 documents used in the investigation.

#### MEMBER AGREEMENT

1. The signing of a signature card and/or the request for the use of a VISA Check Card shall indicate your assent to these Terms and Conditions and to any modification thereof. Any such modifications shall become effective and be binding 15 days after notice of the modification is posted in our main office except where Federal Electric Funds Transfer Act provides otherwise.
2. In the event that you enter into an agreement with someone other than us to have direct deposits made into your account or to have automatic payments made from your account, we will not be obligated to you to accept such deposits or to make such payments and may at our opinion reject them unless we receive a pre-notification regarding such deposits and payments.
3. Final credit of all deposits and payments made by you at a terminal is subject to validation by us of the actual amounts deposited and paid (including conversion rates for foreign countries), notwithstanding the figure shown on the receipt you receive at the time of deposit or payment. Funds from any deposit (Cash or Check) made by you at the terminal will be available to you pursuant to the terms and conditions of the funds availability policy applicable to your account. No payment made at the terminal will actually be made by us to the payee until verification for the actual amounts paid, which, along with the time of transmittal to the payee, may take up to three business days.
4. Certain types of deposits, including but not limited to checks, which are not properly endorsed, cannot be accepted at our terminal. We reserve the right to reject such deposits.
5. We reserve the right in our sole discretion to determine what bill to pay by you at our terminal, and to reject those payments, which we have not agreed to accept. We also reserve the right to reject partial payments or any other payment not of an approved amount.
6. Credit card cash advances from a terminal and other loans made to you as a result of transactions made by you at a terminal (such as an advance from an overdraft line of credit if you have one) are repayable together with all charges due on such advances or loans, as provided in the terms and conditions of your credit card agreement or your loan agreement which ever is applicable, as they may change from time to time. VISA Check Card also may be retained in situations where it appears to us that there is, or may be, a danger of loss, theft, or unauthorized use.
7. Each VISA Check Card issued by us remains our property, it is not transferable and may be cancelled or revoked by us at any time without notice. In the event of cancellation or revocation your card just be surrendered to us upon demand. If you at tempt to use your card after it has been cancelled or revoked it will be retained.
8. No electronic funds transfer may be made, and no transaction that you attempt to initiate will be completed if your VISA Check Card is damaged, has expired, has been cancelled or revoked, or is retained for any reason, or your account has been closed.

9. You may not be able to use your VISA Check Card to make withdrawals from, or transfer between your accounts, make deposits to your share account, or have cash advances on your credit card deposited into your share draft account in the following cases:
  - A. Your share draft account is overdrawn; or
  - B. You have reached or your request would exceed the withdrawal limits referred to above in paragraph 5 of the Basic Disclosures.
10. If you have told us in advance to make regular payments out of your account and have ordered us to stop one of these payments in the manner set forth above in paragraph 8 of the Basic Disclosures, we will, for your protection, refuse to honor any future requests for payments by a particular person or company involved that is in the same amount as the payment which you ordered stopped. We will, however, honor and pay future requests for payment that is in a different amount than the payment you originally ordered us to stop, you will have to give us a new stop payment order if you wish to stop the new amount.
11. We reserve the right at any time and without notice (except as may be required by Federal Electronic Funds Transfer Act) to eliminate any or all of the services that are currently available to you by use of your VISA Check Card or to add new services.
12. To the extent applicable, the general Rules and Regulations governing your account with us apply to your use of your VISA Check Card and to any electronic funds transfers made from or to your accounts. These Terms and Conditions will control, however, in the event of any conflict between the Rules and Regulations governing your accounts and the provision of these Terms and Conditions.

These Terms and Conditions are subject to and governed by all applicable state and federal regulations and, from time to time, shall be deemed automatically amended to the extent necessary to comply therewith.

## VISA Check Card and Electronic Funds Transfer

### Statement of Terms and Conditions

To report a lost or stolen card during  
regular business hours, please call:

(859) 254-5871

Office Hours:

Monday - Friday  
8:00 a.m. to 4:30 p.m.

To report a lost or stolen card after  
regular business hours, please call:

1-800-528-2273

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