

## DISCLOSURE REQUIRED BY THE EFT ACT – REGULATION E - FEDERAL RESERVE BOARD

### 1. How to contact us regarding Automated Teller Transaction and cards

To contact us about an error in your account, or to report a lost or stolen card, call or write:

**Lexington Postal Credit Union  
PO Box 11001  
Lexington, KY 40512-1001  
(859) 252-5151 or (859) 254-5871**

**After Hours for Lost or Stolen 1-800-528-2273**

### 2. Your liability for unauthorized transactions

Contact us at once if you believe your card and/or Personal Identification Number has been lost or stolen or unauthorized withdrawals have been made from your account. If the member does not notify us within 2 business days after learning of the loss, and it can be determined that your failure to report the loss during the 2 business day period resulted in further losses, your liability could be as much as \$500.00. If your statement shows what appears to be an unauthorized transaction and you do not contact us within 60 days after the statement was mailed to you and it can be determined that your failure to report the discrepancy during that period resulted in a loss, we need not reimburse you for the loss that may have occurred. If extenuating circumstances prevent you from contacting us, the time periods may be extended.

### 3. The transaction available to you, your withdrawal limits, and account numbers accessible are shown on the enclosed mailer.

### 4. After 10 withdrawals, there is a \$1 per withdrawal, per month charged to your account.

### 5. If a transfer from another account is required to cover an ATM withdrawal, there will be a \$3 fee.

### 6. There is a \$5 charge to issue or replace an existing ATM card.

### 7. If your account becomes overdrawn there is a \$30 charge per transaction. In addition, there will be a hold placed on your card. In order to have your card released, you must request it and there is a \$5 charge. If the request is granted, it will be released by the end of the next business day.

### 8. Member needs to pick a four digit PIN at time of issue, if you need to change the PIN or reset the PIN, there is a \$3 charge and this will be done by the end of the next business day.

### 9. An acknowledgment will be provided for each transaction you make. In the event of equipment failure you may request an acknowledgment of the transaction by contacting the previously stated address.

### 10. Telephone or write us from the information listed above 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 (1) your name and account number (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 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 correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 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. At the end of the investigation if we find that there was not an error, the money will be taken back out of your account. 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. If we decide there was an 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 were in the investigation.

### 11. Our liability

If we fail to complete transactions according to your instructions, we will be liable for damages directly caused by our failure unless:

1. There are insufficient funds in your account through no fault of ours;
2. The funds in your account are subject to legal process;
3. The failure was due to equipment breakdown when you started the transaction or was caused by an Act of God.

### 12. Privacy

We will not disclose about your account, or the transactions you make, except:

1. As necessary to complete transaction;
2. To verify the existence and good standing of your account with us upon request of a third party, such as a credit bureau;
3. To comply to court and government orders;
4. In accordance with your authorization

### 13. If you do not want this card, destroy it immediately by cutting it in half. Notify us immediately at the previously stated phone number of your actions.

### 14. Open Monday thru Friday except for Holidays.

### 15. You will receive a monthly statement on all accounts encoded for the use in the Automated Teller Machine. Please retain in case of errors or inquiries about your accounts.

LEXINGTON POSTAL CREDIT UNION  
PO BOX 11001  
LEXINGTON, KY 40512-1001  
PHONE: (859) 252-5151

ATM SYSTEM  
MEMBER AGREEMENT

I (We) request Lexington Postal Credit Union ("Credit Union") to issue the ATM Card ("Card") subject to the following terms and conditions.

The Card and Machines are provided solely as a convenience to Member(s) for making deposits, transfers of funds and withdrawals, involving your accounts. All terms and conditions of the written agreements between Credit Union and the member regarding those accounts apply to all transactions in which the Card is authorized for use.

The location and allowable usage of the machines shall be determined and/or changed by the Credit Union at any time without prior notice to the member. The Card and security code remains the property of the Credit Union and we may terminate the member's right to use the Card at any time. Upon the demand of the Credit Union the member will return the Card to the Credit Union.

**MACHINE PROCEDURES:** The machine shall be operated as set forth by the instructions furnished to the Member. The machine will only be used to effect transactions the Credit Union programs the Machine to accept. Subject to limitations of dollar amounts and frequency as the Credit Union may from time to time determine. The accounts to be associated with the machine will be those agreed to by the member with the Credit Union as specified on the application. A record of each transaction shall evidence use of the machine. All machine transactions will be verified by the Credit Union and entered on actual Credit Union account records. Deposit receipts issued by the machine are subject to verification and amendment by Credit Union to effect daily reconciliation of cash actually received. All transactions authorized under this agreement are considered as ordinary Credit Union procedure.

**MEMBER RELATIONS:** Credit Union's liability is limited to its undertakings in the separate written agreements governing use of savings accounts whose account identification numbers are encoded upon the Card at the time of issue, and no additional liability is created or warrant given, either expressed or implied through issuance of the card, these terms and conditions, or any regulation by the Credit Union regarding its use of the Machine.

The member needs to inform the Credit Union as soon as they become aware of the missing card. If the member does not tell the Credit Union within 2 business days after learning of the loss or theft of the Card, and the Credit Union can prove it could have stopped someone from using the Card without permission if the member had informed them, then the member could lose as much as \$500. Also, if the member's statement shows transfers that the member did not make, tell the Credit Union at once. If the member does not tell the Credit Union within 60 days after the statement was mailed, the member may not get the money. If a good reason, such as a long trip or a hospital stay, kept the member from reporting it to the Credit Union, then the time period will be extended.

If the card is lost or stolen, the member shall notify the Credit Union as soon as possible in writing to: Lexington Postal Credit Union, PO Box 11001, Lexington, KY 40512-1001, Phone: (859) 252-5151. Hours: Monday through Friday 8:00p.m. – 4:30 p.m. If the member notifies the Credit Union by phone, it should be backed up in writing. After hours the member need to call 1-800-528-2273.

**AGREEMENT:** I agree to the release of personal information to the extent where it is necessary for completing transfers: or in order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant, or in order to comply with government agency or court order, or if I give the Credit Union written permission.

**AMENDMENT:** All provisions of this agreement are subject to change by the Credit Union after written notice to the member by mail, addressed to the member at the latest address shown on the records of the Credit Union, effective at such later date as specified in such notice.

Member's retention of the Card after such notice shall constitute agreement to all matters included within the notice.

The undersigned shall pay a fine in accordance with the Bylaws of said Credit union if an installment is not paid when due, and shall pay all costs or expenses incurred in the collection of any sum due hereunder, including reasonable attorney's fees.