

APEX Mad Money Card Disclosure (ATM/Check Card)

The purpose of the disclosure statement is to inform you of certain rights which you have under the Electronic Fund Transfer Act.

1. ATM SERVICE CENTER. You may use your MAD MONEY CARD with your Personal Identification Number (PIN) at ATM SERVICE CENTERS worldwide where accepted, to conduct any of the following transactions for each of the account(s) you have requested to be accessed by your MAD MONEY CARD:

- | | |
|--|--|
| a. Withdraw cash from: | c. Transfer funds: |
| 1. Your Share, Share Draft, other. | 1. Between your Share, Share Draft. |
| b. Deposit cash, checks, or drafts to: | d. Obtain the available balance(s) from: |
| 1. Your Share, Share Draft. | 1. Share, Share Draft, other. |

Some ATM SERVICE CENTERS located in these areas may only provide access to certain accounts you may have. Other ATM SERVICE CENTERS may not provide you with any access to your accounts. NOT ALL ATM SERVICE CENTERS MAY ACCEPT DEPOSITS. THERE ALSO MAY BE LIMITS ON THE AMOUNT OF FUNDS WHICH YOU MAY DEPOSIT IN CERTAIN ATM SERVICE CENTERS.

2. OTHER ATM NETWORK ACCESS. From time to time, we may make arrangements with other ATM networks to grant access to ATM SERVICE CENTERS. We shall inform you when such arrangements are made and describe the services which are made available to you and the charges at the time.

3. PURCHASE TRANSACTIONS. You may use the MAD MONEY CARD at any retail establishment (MERCHANT) where VISA CARDS are accepted to purchase goods and services and/or obtain cash where permitted by the MERCHANT (Purchase). Purchase transactions are made as a Point-of-Sale (POS). Transactions will require entry of your PIN and may require your signature authorization. The amount of POS transactions (including any cash obtained) will be deducted from your Share Draft Account. When you make Purchases using your MAD MONEY CARD, you will be requesting us to withdraw funds from your Share Draft Account in the amount of the Purchase and directing or ordering us to pay these funds to the MERCHANT. Any sale Purchase return made by a MERCHANT will be posted to your Share Draft Account. In addition to the services listed above, you may use the MAD MONEY CARD to purchase goods and services from MERCHANTS who display the VISA service mark. Purchases may not exceed your daily authorization limit and will be charged against your Share Draft Account. To the extent that you have used the MAD MONEY Card to purchase goods or services, or obtain cash in another country, your statement may reflect the conversion into U.S. dollars on transactions which occurred initially in a different currency.

4. LIMITATION ON THE USE OF YOUR MAD MONEY CARD. You may use your MAD MONEY CARD to make cash withdrawals from any of your selected accounts on each calendar day. However, you may use the MAD MONEY CARD with your PIN to withdraw up to your pre-approved limit from your selected account each calendar day at any ATMs which are available to you, provided the funds are available in your account. You may request in writing to have your daily withdrawal limit increased upon approval by management. The day for withdrawal limits starts at 12:00 AM each day and ends at 11:59 PM the next day. In addition to the amount that you may withdraw in cash each day, you may use the MAD MONEY CARD to purchase up to your pre-approved limit each day, however, the total amount of your cash withdrawals and purchase transactions may not exceed your pre-approved limit. Purchase refunds will be posted to your Share Draft Account. Certain refunds may be posted to restricted balances in your Share Draft Account.

There are certain limitations on the frequency of use of the MAD MONEY CARD each day. These limitations are imposed and not revealed for security purposes. You will be denied the use of the MAD MONEY CARD if you (I) exceed the daily withdrawal or purchase limit, (II) do not have adequate funds available in your account, (III) do not use the correct PIN, or (IV) exceed the frequency of usage limitations. The receipt provided by the ATM SERVICE CENTER or MERCHANT terminal will notify you of the denial. There is a limit on the number of such denials. Attempts to exceed the limit may result in machine retention of your MAD MONEY CARD at an ATM. The number of attempts that result in the machine retention of your MAD MONEY CARD is not revealed for security reasons.

5. HOW TO CONTACT THE ATM CARD CENTERS. If you believe your MAD MONEY CARD or PIN has been lost or stolen or that an unauthorized transfer or Purchase from any of your account(s) has occurred or may occur, immediately call the 24-Hour Call Center at 1-800-472-3272 or APEX Community Federal Credit Union (on a business day during normal business hours) at (610) 323-4135 or contact us in writing at APEX Community Federal Credit Union, 540 Old Reading Pike, PO Box 3179, Pottstown, PA 19464.

A replacement MAD MONEY CARD will be issued and a fee will be assessed if applicable. See APEX Fee Schedule. After such time, if you find your old card, you must notify us and return your old card to us. If you attempt to use your old card, it may be captured by the ATM SERVICE CENTER or MERCHANT.

6. CHARGES. An annual fee will be assessed against your Share or Share Draft Account in January for your MAD MONEY CARD issued to you. We will charge your regular Share Account a usage fee (see fee schedule) for each ATM or POS (not a VISA debit) transaction over six each month. We will waive the annual fee if you Direct Deposit your entire paycheck each payroll period to your APEX Community Federal Credit Union account. Each ATM transaction done at an APEX Community Federal Credit Union-owned machine will not count towards the six (6) free transactions per month.

7. DEPOSIT INFORMATION. Deposits made at ATM SERVICE CENTERS are posted to your account(s) according to the rules and regulation of the account(s) and our funds-availability policies which are contained in our disclosure statement as required under the Expedited Funds Availability Act ("EFAA"), a copy of which is available upon request. You may not deposit any foreign currency. All deposited items are removed from the ATM SERVICE CENTER before 3:00 PM each business day. APEX Community Federal Credit Union reserves the right to verify the items so deposited before such funds are made available to you.

You may deliver cash, checks, or other items at certain ATM SERVICE CENTERS worldwide where accepted for transmission to use for deposit to your account(s). However, some ATM SERVICE CENTERS may limit the amount of funds you deliver for transmission to us for deposit to your account(s).

Proprietary ATM Deposits - APEX members are not permitted to make deposits at APEX owned and operated machines. Members are encouraged to make deposits at night depositories which could minimize hold times. (Ask for copy of Regulation CC Expedited Funds Availability Act.)

Non-Proprietary ATM Deposits - APEX members may make deposits at non-proprietary ATM Service Centers if accepted. All deposits are subject to a 5 business day hold. For deposits made prior to 10:00 P.M., hold day one will start the next business day. For deposits made after 10:00 P.M., hold day one will start on the second business day after deposit. For deposits made before 10:00 P.M. on

Fridays, hold day one will be Monday. For deposits made after 10:00 P.M. on Fridays, hold day one will be Tuesday. Saturday, Sunday and Holidays do not count as business days.

8. RECORD OF TRANSACTION. You will receive a printed receipt for each ATM SERVICE CENTER or Purchase transaction which you make at the time of the transaction. You will receive a monthly statement showing the status of your account(s) transactions during the past month, and any charges which we may impose for such services or transactions.

9. LIABILITY FOR UNAUTHORIZED TRANSFERS. Contact us or the 24-Hour Call Center at once if you believe your MAD MONEY CARD or PIN has been lost or stolen. Telephoning the 24-Hour Call Center at 1-800-472-3272 or at the APEX Community Federal Credit Union (on a business day during normal business hours) at (610) 323-4135 is the best way of keeping your losses to a minimum. You could lose all the money in your account if you fail to notify us of the loss of your MAD MONEY CARD or PIN. If you notify us of the loss, your liability will be as follows:

- If you believe your MAD MONEY CARD or PIN has been lost or stolen and you tell us within Two (2) business days after you learn of the loss or theft, you can lose no more than Fifty and 00/100 Dollars (\$50.00) if someone used your MAD MONEY CARD or PIN without your permission.
- If you do not tell us within Two (2) business days after you learn of the loss or theft of your MAD MONEY CARD or PIN and we can prove we could have stopped someone from using your MAD MONEY CARD or PIN without your permission if you had told us, you could lose as much as Five Hundred and 00/100 Dollars (\$500.00).
- 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 you lost after the Sixty (60) days if we can prove that we could have stopped someone from taking your 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 involved.

10. BUSINESS DAYS. Our business days are Monday through Saturday. Holidays are not included.

11. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. Telephone us at once at (610) 323-4135 or contact us in writing at APEX Community Federal Credit Union, 540 Old Reading Pike, PO Box 3179, Pottstown, PA 19464, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction issued on the statement or receipt. We must hear from you no later than Sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must to the following:

- Tell us your name, the transaction account number, and MAD MONEY CARD number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- Tell us the dollar amount of the expected error.

If you tell us orally, we will require that you send us your complaint or question in writing within Ten (10) business days. After we receive your inquiry, we will tell you the results of our investigation within Ten (10) business days for ATM SERVICE CENTER transactions or Twenty (20) business days for Purchase transactions or any transactions that were made outside of the United States, the Commonwealth of Puerto Rico, or any political subdivisions thereof (international transaction) after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to Forty-five (45) days for a ATM SERVICE CENTER transaction or Twenty (20) business days if it is a Purchase or international transaction for the amount you think is in error. You will have no use of the money during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing within Ten (10) business days, we may not recredit your account.

If we decide that there is an error, we will send you a written explanation within Three (3) business days after we finish our investigation. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude an error has occurred.

12. DISCLOSURE OF ACCOUNT INFORMATION. We will disclose information about your account or the transaction you make to third parties:

- Where it is necessary to complete transactions.
- To verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau.
- In accordance with your written permission.
- In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports.
- On receipt of a certification from a federal agency or department that a request for information as in compliance with the Right to Financial Privacy Act of 1978.

13. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUNDS TRANSFER TRANSACTION. If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages caused by our failure unless:

- There are insufficient funds in your account to complete the transaction through no fault of ours;
 - The funds in your account are unavailable;
 - The funds in your account are subject to legal process;
 - The transaction you request would exceed the funds in your account plus all available overdraft credits;
 - The ATM SERVICE CENTER has insufficient cash to complete the transaction;
 - Your card has been reported lost or stolen and you are using the reported card;
 - We have reason to believe that the transaction requested is unauthorized;
 - The failure is due to an equipment breakdown which you knew about when you started the transaction at the ATM SERVICE CENTER, or MERCHANT terminal;
 - The failure was caused by an act of GOD, a war, a fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control;
 - You attempt to complete a transaction at a ATM SERVICE CENTER, or MERCHANT terminal which is not a permissible transaction listed above;
 - The transaction would exceed security limitations on the use of your MAD MONEY CARD;
- In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such error.

14. FUNDS AVAILABILITY. Posting of all ATM transactions takes place immediately between the credit union and outside networks. Debit transactions will be posted according to merchant posting procedures. Therefore, it is important for the cardholder to keep accurate, up to the minute records of all transactions.

15. ATM FEES. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network operator.