Electronic Funds Transfer Regulation E Disclosure

Validation of Access Device

You may use your debit MasterCard, ATM card, or the Audio Response System (VAL) to transfer money into or out of your account only after validation. Your ATM card and VAL are considered validated when you receive your Personal Identification Number (PIN), or upon initial access and change of the default VAL access code. Your ATM PIN is either selected by you at issuance or it will be mailed directly to you at the current address on your account record. Your debit MasterCard will be validated either upon your telephonic activation using the phone number provided to you upon receipt of the card(s) or upon issuance in a SunWest branch. If you do not wish to use your ATM card, VAL or debit MasterCard, please contact our Member Information Center.

Member's Liability for Unauthorized Transfers

Tell us immediately if you believe your ATM card, debit MasterCard, PIN or Access code(s) have been lost, stolen or someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your losses to a minimum.

For transactions performed with your ATM card, if you notify us within two (2) business days after you learn of the loss, theft or unauthorized use, you can lose no more than $50.00 if someone used your card or code without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft, (and we can prove if by doing so, we could have stopped someone from using your card without your permission) you could lose as much as $500.00. Failure to notify us may result in your loss of all the money in your account.

For transactions performed with your debit MasterCard, if you notify us of the loss, theft or unauthorized use of your card within two (2) business days from the time it was discovered, your liability will be $0.00. If you report the loss, theft or unauthorized use after the two (2) day period, your maximum liability will be $50.00. ATM network transactions are not affected by this policy and liability limits permitted by Regulation E apply.

If you lose any SunWest transaction cards, you must notify the Credit Union immediately. If the card is stolen, in addition to notifying SunWest, you must report the theft to the Police Department. The following notification procedure must be followed:

1. During Credit Union business hours, notify the Member Information Center at 602-866-1100 or 1-866-897-9378.
2. For debit MasterCard holders, after business hours, on weekends or holidays, contact MasterCard Security at 1(800)528-2273.
3. Write us at: 11839 N. 28th Drive, Phoenix, AZ 85029.

Types of and Limits on Available Transfers

Your transaction card and PIN may be used to make withdrawals and transfers to or from your regular savings, checking or line-of-credit at ATM's. A fee may be imposed by another financial institution or a national, regional or local ATM network when you use your SunWest card to withdraw funds from a non-SunWest ATM. Deposits may be made at ATM's owned by SunWest or at select ATM's displaying the STAR Deposits decal. Line-of-credit loan access may differ from that listed above depending on the machine. You may use your card to withdraw cash up to the daily dollar limit periodically established by us. We will advise you of changes in that dollar limit. The daily dollar limitations are based on midnight to midnight time periods (Monday transaction totals are included in the preceding Sunday's dollar limitations). We also reserve the right to keep (capture and retain) your card and refuse to make transfers at anytime.

You may pay for purchases at places that have agreed to accept your debit MasterCard. The transaction will be posted against your checking account with overdraft protection available as designated by you.

You may pre-authorize electronic funds transfers to make deposits to or withdrawals from your account.

You may authorize a merchant or other payee to make a one-time electronic payment from your SunWest Checking account using information from your check to pay for purchases or pay bills.

Twenty-four (24) hours a day, seven (7) days a week, your VAL Access Code may be used to telephonically withdraw funds by check (payable to the first signer on the account), transfer funds within your account, inquire on your balances or activity on your savings, checking, loan or share certificate accounts.

Please refer to our schedule of charges for any fees that may apply to an electronic funds transfer.

You may use your debit MasterCard, ATM Card, or VAL to:

1. Withdraw funds from your checking or savings account.
2. Make deposits to your checking or savings account.
3. Transfer funds between your checking and savings account or line of credit loan.
4. Pay for purchases at places that have agreed to accept the card.
5. Make loan payments by transferring funds from your checking or savings accounts.

Limitations on frequency of transfers:

Pre-authorized transfers from any savings account via electronic, telephone or overdraft protection are limited to six (6) times per month.

The following transactions are limited per dollar amount per day:

- ATM withdrawals are limited to $500.00 per day.
- PIN-based transactions are limited to $2,000.00 per day.
- Signature-based transactions are limited to the funds available in your account.

Lower limits may occur during off-line occurrences. From time to time circumstances may necessitate the temporary reduction in daily limits on international transactions from a specified region due to increases in fraudulent activity originating from that region. The right to restrict such transactions is within our sole discretion and those regions affected may change at any time.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers
2. In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant.
3. In order to comply with government agencies or court orders
4. If you give us your written permission

Right to Receive Documentation of Transfers

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may contact us by telephone to verify whether the deposit has been made. You will receive a monthly account statement covering your checking account and/or any account containing electronic funds transfer transactions. If no electronic funds transfers occur, you will receive a statement no less than quarterly. You will get a receipt at the time you make any transfer from your account via ATM's, Point of Sale (POS) or debit MasterCard (except telephone transactions).

Right to Stop Payment of Pre-Authorized Transfers, Procedures for doing so and Financial Institution's Liability for Failure to Stop Payment

If you have authorized a company to periodically debit your account, you may place a stop payment on the item by notifying us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer and you agree to pay the applicable fee which may be in effect at that time. If you do notify us orally, you must send written confirmation of the order within fourteen (14) days of the oral notification. If you do not send written confirmation, the stop payment order will cease to be binding fourteen (14) days after it has been made. If you order us to stop a pre-authorized debit three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages as provided by federal law.

If you intend to cancel the item, you may revoke all future debits for the applicable company and you agree to notify the debiting company of your intent to cancel the pre-authorized debits. You must sign a Notice of cancellation and you may be required to provide SunWest a copy of the notification that you provide to the debiting company.

If these regular debits vary in amount, the debiting company should tell you ten (10) days in advance of the change amount, so you may notify SunWest to stop payment on the revised amount.

You cannot stop payment on transactions made with your SunWest debit MasterCard or ATM card. SunWest will not be liable to you for failure to stop any payment unless such payment occurs through our failure to execute the stop payment order in good faith and through reasonable exercise of due care.

Financial Institution's 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 as provided by federal law. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, you do not have enough available money in your account to make the transfer.
2. If the ATM terminal where you are making the transfer does not have enough cash.
3. If the ATM terminal, our data processing system or VAL was not working properly and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
5. If the funds in your account are subject to a court order or other restrictions preventing the transfer.
6. There may be other exceptions stated in our agreement with you.

Electronic "Wholesale Credit" Transactions Subject to Uniform Commercial Code Article 4A

Provisional Payment

Credit given by us to you with respect to an Automated Clearing House (ACH) entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you the amount of such entry.

Notice of Receipt of ACH Items
Under the operating rules of the National Automated Clearing House Association which are applicable to Automated Clearing House (ACH) transactions involving your account, we are not required to give next day notice to you of an ACH item and we will not do so. However, we will continue to notify you of receipt of payments in the periodic statements we provide you.

SunWest Business Days
For purposes of these disclosures, our business days are Monday through Friday not including holidays.

In Case of Errors or Questions about your Electronic Transfers
Call or write us as soon as you can, if you think your statement 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 sixty (60) days after the statement on which the problem first appeared was mailed to you (or made available electronically).

1. Tell us your name and member number.
2. Provide a description of the error or the transfer you are unsure about and explain why you believe it is in error or why you need further information to determine whether an error exists.
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.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. However, we may take up to forty five (45) days (ninety (90) calendar days for foreign initiated transfers and all transfers resulting from Point of Sale (POS) debit card transactions, or a transaction occurring within the first thirty (30) days after the first deposit to a new account) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error (twenty (20) business days for a transaction occurring within the first thirty (30) days after the first deposit to a new account), so that you will have 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 in ten (10) business days, we may not re-credit your account.

We will tell you the results, either in writing or verbally, within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents used in our investigation.

For Additional Information
This electronic funds transfer policy is effective as of February 1, 2013 and supersedes all previous Electronic Funds Transfer policies issued by SunWest Federal Credit Union. This policy is subject to change. Notification of such changes will be published as required by applicable rules and regulations. If you have questions regarding this policy, contact SunWest at 602-866-1100 or 1-866-897-9378.

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