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## ELECTRONIC FUNDS TRANSFER DISCLOSURE

The following disclosure sets forth your and Boulder Municipal Employees Federal Credit Union's (BMEFCU) rights and responsibilities under the laws governing Electronic Funds Transfers (EFTs). The following are the various ways you can electronically access your account: thru ATM/Point of Sale (POS) cards, thru debit cards, the BMEXpressline (telephone audio response system), home banking (internet account access), and pre-authorized EFTs (both credits and debits).

## EFT SERVICES:

## 1. ATM/POS cards

You may use your approved ATM/POS card in conjunction with your personal identification number (PIN) at merchants and ATMs. At ATMs you are able to make balance inquiries, cash withdrawals from your share and share draft accounts, transfers between your share and share draft accounts, and make deposits to your share and share draft accounts. In addition, you can make PIN-based purchases at a merchant. The number of transactions allowed per day, the daily maximum dollar limit, and the per transaction dollar limit on ATM/POS cards, are set by the Credit Union. A member is limited to twenty (20) ATM and POS transactions per day. The single and daily withdrawal limit is $\$ 1,000.00$, unless the Credit Union's system is down, then the limit would be reduced to $\$ 260.00$. Any fees associated with ATM/POS withdrawals are listed on the Credit Union's Fee Schedule. A member could be responsible up to $\$ 500.00$ on fraudulent ATM/POS transactions.
2. Debit cards

You may make both PIN and signature transactions with your approved debit card at a merchant, with those transactions being deducted from your share draft account. You can do all of the aforementioned transactions at an ATM, as stated under ATM/POS cards. The number of transactions allowed per day, the daily maximum dollar limit, and the per transaction dollar limit on debit cards, are set by the Credit Union. A member is limited to ten (10) transactions per day, with a transaction and daily limit set at \$10,000.00. Any fees associated with ATM/POS withdrawals are listed on the Credit Union's Fee Schedule. A member could be responsible up to $\$ 500.00$ on fraudulent ATM/POS transactions. A member is generally not liable for fraudulent debit card, signature transactions per VISA® regulations.
3. BMEXpressline

You may access the BMEXpressline by dialing the Credit Union at 303-441-7800.
With access to a touch-tone telephone, your member number, and your assigned PIN number

Make a loan payment from share and share draft accounts
al Transfer funds from share and share draft accounts
4 Access your line of credit
Make inquiries on deposits, withdrawals, and share drafts
Make transfers between accounts on which you have signing authority
4. Home banking

With access to the internet, your member number, and your assigned PIN number you can access the Credit Union's website at bmecu.org, and perform the following functions on your accounts at the Credit Union:
all payment services
E-statements
al Online banking, including but not limited to
Account transfers, between share/share draft accounts, and between share/share draft accounts and Ioan accounts

4 View account balances and account history
4 With certain software export account history to balance your account
a View cleared share drafts
Purchase savings bonds
5. Pre-authorized EFTs

You may arrange to have bills from mortgage companies, utility companies, or other financial institutions withdrawn automatically and electronically from your account. You may not have more than a total of six (6) pre-authorized withdrawals from share accounts, or transfers to another account from your share accounts to cover pre-authorized withdrawals, or a combination of pre-authorized withdrawals and transfers, in a month.
6. Direct deposit

You may arrange with your employer, another financial institution, or the Treasury Department, to have funds electronically transferred through the Automated Clearing House to your account. The Credit Union accepts these types of electronic transfers on your behalf.
7. Electronic check conversion/Electronic Returned Check fees

If you pay for purchases or bills with a share draft, you may authorize your share draft to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being notified (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

## BUSINESS DAYS

Our business days are Monday through Friday, excluding federal holidays.

## FEES AND CHARGES FOR ELECTRONIC FUNDS TRANSFERS

Any fees charged by the BMEFCU for any electronic funds transfer services can be found on the Credit Union's Fee Schedule.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

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 can check to see if the payment has been made online through home banking, through the BMEXpressline, or by calling us at 303-441-7800 or toll free at 1-866-692-6328.

You will receive a receipt at the time you perform a transaction involving your account using an ATM, point-of-sale terminal, or a debit card transaction at a merchant.

If you have made any electronic funds transfers, they will be recorded on your periodic statement. You will receive a statement each month an electronic funds transfer has occurred. You will receive at least a quarterly statement.

## RIGHT TO MAKE A STOP PAYMENT

If you have told the Credit Union us in advance to make regular payments out of your account, you can stop any of these payments. The Credit Union needs to receive your stop payment request at least three (3) business days before the scheduled date of the transfer. You can write us at the address listed in this disclosure, or call us at 303-441-7800, or toll free at 1-866-692-6328. The Credit Union requires an Affidavit of Unauthorized/Improper ACH Debit Activity to be signed within fourteen (14) days of a request.

Notice of transfers varying in amount. If these regular payments vary in amounts, the person you going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may to choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for failure to stop payment of a pre-authorized transfer. If you order the Credit Union to stop a pre-authorized transfer three (3) or more business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## CREDIT UNION'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. However, we will not be liable if any of the following exceptions apply:

4 Through no fault of ours, you do not have enough available funds in your account to make the transfer (such as, funds being held due to our funds availability policy, funds are pledged to a Ioan, or a Ioan is delinquent)

4 The transfer would exceed the credit limit on your line of credit
athe ATM where you are requesting cash does not have enough cash
The ATM or system was not working properly and you knew about the problem when you started the transfer

An ATM network had issues
4 We are legally restricted from transferring funds to or from your account
Your card has been blocked
An ATM retained your card
arcumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken

There may be other exceptions in our agreement with you

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARITES

We disclose information to third parties about your account or the transfers you make:
a If you give us permission
When it is necessary in order to complete the transfer
4 To verify the existence and condition of your account upon the request of a third party, such as a credit reporting agency or merchant

In order to comply with a government agency or court order

## UNAUTHORIZED TRANSFERS

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someone else to use an EFT service, your card, or your access codes, you are responsible for any transactions they authorize or conduct on your account.

However, tell us at once, if you believe your access device, card or PINs have been lost or stolen, or someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses to a minimum. Contact the Credit Union at 303-441-7800, or toll free at 1-866-692-6328, or write us at Boulder Municipal Employees Federal Credit Union, 2800 Arapahoe Ave., Boulder CO 80303.

If you call us that your card has been lost or stolen, and there are unauthorized signature card transactions on your periodic statement, your liability under VISA® regulations will be zero, unless you were grossly negligent in handling your card or account.

If you notify the Credit Union within two business days after learning of the loss or theft of an access device, such as an ATM or debit card, and there are unauthorized PIN transactions, your liability will not exceed the lesser of $\$ 50.00$ or the amount of the unauthorized transfers that occur before notice to the Credit Union. If you fail to notify the Credit Union within two (2) business days after discovery of the loss or theft, then your liability will not exceed the lesser of $\$ 500.00$ or the sum of (1) $\$ 50.00$ or the amount of the unauthorized transfers that occur within the two (2)business days, whichever is less; and (2) the amount of unauthorized transfers that occur after the close of two (2) business days and before your notice to the Credit Union, provided the Credit Union proves that the transfers would not have occurred had you notified the Credit Union within that two (2)-day period.

You must report any unauthorized transfers on your periodic statement within sixty (60) days of the Credit Union mailing or providing you of the statement, to avoid liability for subsequent transfers. If you do not tell us within sixty (60) days after the statement was mailed or provided 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.

## ERROR RESOLUTION

In case of errors or questions on EFTs that have posted to your account, the Credit Union must hear from you no later than sixty (60) days after your periodic statement was mailed or provided to you. Contact the Credit Union at 303-441-7800, or toll free at 1-866-692-6328, or write us at Boulder Municipal Employees Federal Credit Union, 2800 Arapahoe Ave., Boulder CO 80303.

When you call or write regarding a possible error with an electronic transfer:
all us your name and account number.
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.
4) Tell us the amount of the suspected error, and if possible, the date it first appeared on your statement.

Provide a telephone number where you can be reached during our business hours in case we need further information.

If you tell us orally, we will require that you send us your question or complaint in writing within ten (10) business days at the address above. Please note that if we do not receive the question or complaint within ten (10) business days of our request, we may not credit your account.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. However, if we need more time, we may take up to fortyfive (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)business days (twenty (20) business days, if your account has been open for thirty (30) days or less) for the amount you think is in error. This provisional credit enables your to have the use of the money during the time it takes us to complete the investigation. We can take up to ninety 90 business days for point-of sale, international or new account (opened thirty 30 days or less) transaction errors. We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation (without violating other members' rights to privacy)

Or call us at:
303-441-7800, or toll free at 1-866-692-6328

## ACCOUNT DISCLOSURES

## TRUTH-IN-SAVINGS DISCLOSURE

| RATE SCHEDULE |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| ACCOUNT TYPE | Share | Christmas <br> Club <br> Share | IRA Share | Money <br> Market <br> Share | Share Draft |
| DIVIDENDS <br> Dividend Rates/Annual Percentage Yield (APY) | $\begin{aligned} & 0.02 \% \\ & \text { APY } \end{aligned}$ | 0.02\% <br> APY | 0.02\% <br> APY |  |  |
| Dividends Compounded: Dividends Credited: Dividend Period: | Quarterly Quarterly Quarterly (Calendar) | Quarterly <br> Quarterly <br> Quarterly <br> (Calendar) | Quarterly Quarterly Quarterly (Calendar) | Monthly <br> Monthly <br> Monthly <br> (Calendar) |  |
| BALANCE REQUIREMENTS <br> Minimum Opening Deposit: <br> Minimum Balance to Avoid a Service Fee: <br> Minimum Balance to Earn the Stated APY: <br> Balance Method to Calculate Dividends: | $\$ 5.00$ <br> $\$ 250.00$ <br> Daily <br> Balance | \$250.00 <br> Daily <br> Balance | Daily Balance | \$2,500.00 <br> Daily <br> Balance | - - - - |
| ACCOUNT LIMITATIONS (See Paragraph 6) | See <br> paragraph <br> 6 below. | See <br> paragraph <br> 6 below. | See <br> paragraph <br> 6 below. | See <br> paragraph <br> 6 below. | See <br> paragraph <br> 6 below. |

The dividend rates, fees, terms and conditions applicable to your account at BME Federal Credit Union are provided below. The Credit Union may change the rates, terms and conditions at any time. Please call a Member Service Representative at 303-441-7800 to see what might have changed.

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in the Truth-In-Savings Disclosure are share accounts.

1. Rate Information: The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Share, Christmas Club Share, IRA Share, and Money Market Share accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. The Money Market Share account is a tiered rate account. If your account balance is $\$ 2,499.99$ or below, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your account balance is from $\$ 2,500.00$ to $\$ 9,999.99$, the second dividend rate and annual percentage yield listed for this account will apply. If your account balance is greater than \$9,999.99, the third dividend rate and annual percentage yield listed for this account will apply. Once a particular balance range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.
2. Nature of Dividends: Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
3. Dividend Compounding and Crediting: The compounding and crediting of dividends and the dividend period applicable to each account are set forth in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period
4. Accrual of Dividends: For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.
5. Balance Information: To open any account, you must deposit or already have on deposit at least the par value of one (1) full share in any account. The par value amount is stated in the Fee Schedule. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Share and Christmas Club Share accounts, there is a minimum daily balance required to obtain the annual percentage yield for the dividend period. If the minimum daily balance is not met, you will not earn the stated annual percentage yield. For Share, Christmas Club Share, IRA Share, and Money Market Share accounts using a daily balance method, dividends are calculated by applying a daily periodic rate to the principal in the account each day.
6. Account Limitations: For Share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. Money Market Share accounts are subject to the above limitations, however automatic payments do not apply and unlimited in-person transactions are permissible. Christmas Club Share accounts are paid out every November 1 and the account remains open for further deposits and only six (6) transfers are permissible per month. Withdrawals from IRA Share accounts may be subject to fee for early withdrawals. Neither IRA Share nor Money Market Share accounts may be used as overdraft protection on a Share Draft Account. For Share Draft accounts, no account limitations apply.
7. Fees for Overdrawing Accounts: Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Fee Schedule for current fee information.

For ATM and one-time debit transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

SHARE CERTIFICATE AND INDIVIDUAL RETIREMENT ACCOUNT (IRA) RATE AND FEE DISCLOSURE

TRUTH-IN-SAVINGS DISCLOSURE

|  |  |  |  |
| :--- | :--- | :--- | :--- |
| ACCOUNT TYPE | Share Certificate / | Gift Certificate | Accelerated Certificate |
| DIVIDENDS COMPOUNDED | Monthly | Monthly | Monthly |
| DIVIDENDS CREDITED | Monthly | Monthly | Monthly |
| MINIMUM OPENING BALANCE | $\$ 500.00$ | $\$ 50.00$ | $\$ 5,000.00$ |
| MINIMUM BALANCE REQUIRED | $\$ 500.00$ | $\$ 50.00$ | $\$ 5,000.00$ |
| MAXIMIIM RAIANCE | None | None | None |


|  | Not Permitted | Allowed $-\$ 50.00$ | Not Permitted |
| :--- | :--- | :--- | :--- | :--- |
| ADDITIONAL DEPOSIT |  | Minimum Deposit |  |
| DIVIDEND WITHDRAWAL | Regular CD - Allowed | Regular CD - Allowed | Allowed |
| ONE-TIME RATE INCREASE | Not Permitted | Not Permitted | Permitted |
| RENEWABLE | Automatic with | Automatic with | Not Automatic |
|  | 10 day grace period | 10 day grace period |  |

Except as specifically described, the following disclosures apply to all of the Certificate and IRA accounts.

1. Annual Percentage Yield on Your Accounts: The APY is a percentage rate reflecting the total amounts of dividends paid on an account, based on the dividend rate and the frequency of compounding. The APY is calculated by assuming that the funds, including the dividend, will remain in the account and untouched for a full year. The Dividend Rate and Annual Percentage Yield are fixed and will be in effect for the term of the account. A monthly withdrawal of dividends will reduce earnings.
2. Nature of Dividends: Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. The Dividend Rate and APY are the prospective rate and yields that the Credit Union anticipates paying for the applicable dividend period.
3. Dividend Compounding and Crediting: The compounding and crediting of dividends applicable to each account is set forth in the Rate Schedule. The Dividend Period begins on the first calendar day of the Dividend Period and ends on the last calendar day of the Dividend Period.
4. Accrual of Dividends: Dividends will begin to accrue on the business day you open the Certificate or Individual Retirement Account (IRA).
5. Minimum Balance Information: The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts, dividends are calculated by the Daily Balance Method which applies a daily periodic rate to the principal in the account each day. 6. Transaction Limitations: After your account is opened, your ability to make additional deposits to your account or withdrawals of dividends and any limitations on such transactions are set forth in the Rate Schedule.
6. Maturity: Your account will mature as indicated on this Rate and Fee Schedule or on your Account Receipt or Renewal Notice. In the event of a conflict between terms of the Rate and Fee Schedule and the terms of your Account Receipt, the terms of this Rate and Fee Schedule will govern.
7. Early Withdrawal Penalty: We may impose a penalty if you withdraw any of the principal before the maturity date. The amount of the penalty will be equivalent to 90 days of dividends for a 12 month or less term and 180 days for all other terms. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other works, if the account has not yet earned enough dividends or if the dividend has already been paid, the penalty will be deducted from the principal. If the amount withdrawn reduces the Certificate below the minimum required balance, the Certificate may be closed.
8. Exception to Early Withdrawal Penalties: At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:
a. When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
b. Where the account is an Individual Retirement Account (IRA) and the withdrawal is made as a periodic payment or following the participant's death or disability. IRA withdrawals may also be subject to additional IRS requirements, exemptions or penalties.
9. Renewal Policy: The renewal policy for your accounts is indicated on the Rate and Fee Disclosure. For Share Certificate, IRA Share Certificate, and Gift Share Certificate, your account will automatically renew for the same term upon maturity. You have a grace period of ten (10) days
after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.
10. Accelerated Certificates of Deposit: A qualifying purchaser of our Accelerated Certificate of Deposit is entitled to additional "Accelerated Certificate" benefits. The Accelerated Certificate benefits provide a qualifying certificate of deposit owner the flexibility of modifying the certificate dividend rate one time during the certificate term. Specifically, the certificate owner may increase the certificate dividend rate to the credit union's currently offered dividend rate for a certificate of the same term. Once modified the Accelerated Certificate rate will be effective for the remaining term of the certificate.
To qualify for the Accelerated Certificate benefits you must purchase a new 25 month certificate of deposit and maintain a minimum certificate balance of $\$ 5,000.00$. In the event that the balance of the certificate drops below $\$ 5,000.00$ at any time, unexercised benefits are forfeited. An Accelerated Certificate of Deposit, if used as collateral on a loan, will forfeit the benefits of an Accelerated Certificate of Deposit.
11. Non-transferable / Non-negotiable: Your account is non-transferable and non-negotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with the Credit Union.

## HOME EQUITY EARLY DISCLOSURE IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT PLAN

This disclosure contains important information about our Home Equity Line of Credit Plan. You should read it carefully and keep a copy for your records.

AVAILABILITY OF TERMS: All of the terms described below are subject to change. If these terms change (other than the annual percentage rate) and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees that you pay to us or anyone else in connection with your application.

SECURITY INTEREST: We will take a security interest in your home. You could lose your home if you do not meet the obligations in your agreement with us.

POSSIBLE ACTIONS: We can terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if (1) you engage in fraud or material misrepresentation in connection with the plan; (2) you do not meet the repayment terms of this plan, or (3) your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if (1) any reasons mentioned above exist; (2) the value of the dwelling securing the line declines significantly below its appraised value for purposes of the line; (3) we reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial circumstances; (4) you are in default of a material obligation of the agreement; (5) government action prevents us from imposing the annual percentage rate provided for in the agreement; (6) the priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit line; (7) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound business practice, or (8) the maximum annual percentage rate is reached.

MINIMUM PAYMENT REQUIREMENTS: You can obtain credit advances for 8 years. This period is called the "draw period." At our option, we may renew or extend the draw period. After the draw period ends the repayment period will begin. The length of the repayment period will be 180 months. You will be required to make monthly payments during both the draw and repayment periods. During both the draw and repayment periods, your payment will be rounded up to the next highest dollar and will include any amounts past due and any amount by which you have exceeded your credit limit, and all other charges. Your payment will never be less than $\$ 100$ or the full amount that you owe.

At closing you may choose one of the following payment options:
OPTION 1: During the draw period your payment will be $1.5 \%$ of the outstanding balance each month, or $\$ 100$, whichever is greater. We will recalculate your payment each time you obtain an

OPTION 2: During the draw period your monthly payment will equal the finance charges (interest) that accrued on the outstanding balance during the preceding month, or $\$ 100$, whichever is greater.

For both payment options, at the beginning of the repayment period we will recalculate your payment. Your payment will be set to repay the balance at the current annual percentage rate over 15 years. Your payment will include any amounts past due and any amount by which you have exceeded your credit limit and all other charges. Your payment will never be less than $\$ 100$ or the full amount that you owe. Your payment will not change as the interest rate changes. As a result, your payment may not pay off the balance by the end of the repayment period. In this case, you will be required to make a single balloon payment at the end of the repayment period. Unless otherwise required by applicable law, we are under no obligation to refinance the balloon payment at the that time. You may be required to make payments out of other assets you own or find a lender, which may be us, willing to lend you the money. If you refinance the balloon with us, you may have to pay some or all of the closing costs.

NEGATIVE AMORTIZATION: Under some circumstances, your payments will not cover the finance charges (interes) that accrue and "negative amortization" will occur. Negative amortization will increase the amount that you owe us and reduce the equity in your home.

OVERDRAFT PROTECTION: Upon your request and our approval, we may allow you to advance funds under the Plan to pay overdrafts.

MINIMUM PAYMENT EXAMPLE, OPTION 1: If you made only the minimum monthly payment and took no other credit advances it would take 9 years 2 months to pay off a credit advance of $\$ 10,000$ at an ANNUAL PERCENTAGE RATE of 4.0\%. During that period, you would make 96 payments of $\$ 100.00$ to $\$ 150.00$, followed by 13 payments of $\$ 100.00$ and one (1) final payment of \$87.75.

MINIMUM PAYMENT EXAMPLE, OPTION 2: If you made only the minimum monthly payment and took no other credit advances it would take 10 years 2 months to pay off a credit advance of $\$ 10,000$ at an ANNUAL PERCENTAGE RATE of 4.0\%. During that period, you would make 96 payments of $\$ 100.00$, followed by 25 payments of $\$ 100.00$ and one (1) final payment of \$84.77.

FEES AND CHARGES: You must pay certain fees to third parties to open the plan. These fees generally total between $\$ 100.00$ and $\$ 775.00$. If you ask, we will provide you with an itemization of the fees you will have to pay third parties.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges for the plan.

PROPERTY INSURANCE: You must carry insurance on the property that secures this plan. If the property is located in a Special Flood Hazard Area we will require you to obtain flood insurance if it is available.

REFUNDABILITY OF FEES: If you decide not to enter into this plan within three business days of receiving this disclosure and the home equity brochure, you are entitled to a refund of any fee you may have already paid.

VARIABLE RATE FEATURE: This plan has a variable rate feature and the annual percentage rate (corresponding to the periodic rate) and the minimum payment may change as a result. The annual percentage rate includes only interest and no other costs.

The annual percentage rate is based on the value of an index. The index is the Prime Rate published in the Money Rates column of the Wall Street Journal. When a range of rates has been published the highest rate will be used. We will use the most recent index value available to us as of 15 days before the date of any annual percentage rate adjustment.

To determine the annual percentage rate that will apply to your account, we add a margin to the value of the Index. The margin you receive will be based on your creditworthiness. Ask us for the current index value, margin and annual percentage rate. After you open a plan, rate information will be provided on periodic statements that we send you

RATE CHANGES: The annual percentage rate can change quarterly on the first day of January, April, July and October. There is no limit on the amount by which the annual percentage rate can change during any one year period. The maximum ANNUAL PERCENTAGE RATE that can apply
is $17.0 \%$ or the maximum permitted by law, whichever is less. However, under no circumstances will your ANNUAL PERCENTAGE RATE go below $4.0 \%$ at any time during the term of the plan.

MAXIMUM RATE AND PAYMENT EXAMPLES, OPTION 1: If you had an outstanding balance of $\$ 10,000$ during the draw period, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of $17.0 \%$ would be $\$ 150.00$. This annual percentage rate could be reached at the time of the 1st payment.

If you had an outstanding balance of $\$ 10,000$ at the beginning of the repayment period, the minimum monthly payment at the maximum ANNUAL PERCENTAGE RATE of $17.0 \%$ would be $\$ 100.00$. This annual percentage rate could be reached at the time of the 1st payment.

MAXIMUM RATE AND PAYMENT EXAMPLES, OPTION 2: If you had an outstanding balance of $\$ 10,000$ during the draw period, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of $17.0 \%$ would be $\$ 145.00$. This annual percentage rate could be reached at the time of the 1st payment during the draw period.

If you had an outstanding balance of $\$ 10,000$ during the repayment period, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of $17.0 \%$ would be $\$ 100.00$. This annual percentage rate could be reached at the time of the 1st payment during the repayment period.

HISTORICAL EXAMPLE: The following table shows how the annual percentage rate and the minimum payments for a single $\$ 10,000$ credit advance would have changed based on changes in the index over the past 15 years. The index values are from the last business day of January of each year.

While only one payment per year is shown, payments may have varied during each year. The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments will change in the future.

WALL STREET JOURNAL PRIME RATE INDEX TABLE

| Year (as of the last business day of January) | Index (Percent) | Margin* <br> (Percent) | ANNUAL PERCENTAGE RATE | Monthly <br> Payment <br> (Dollars) <br> OPTION 1 | Monthly Payment (Dollars) OPTION 2 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1999. | 8.000 | 0.50 | 8.500 | 150.00 | 100.00*** |
| 2000.. | 8.550 | 0.50 | 9.000 | 104.00 | 100.00*** |
| 2001. | 9.000 | 0.50 | 9.500 | 100.00*** | 100.00*** |
| 2002. | 4.750 | 0.50 | 5.250 | 100.00*** | 100.00*** |
| 2003. | 4.250 | 0.50 | 4.750 | 100.00*** | 100.00*** |
| 2004...................................................................... | 4.000 | 0.50 | 4.500 | 100.00*** | 100.00*** |
| 2005...................................................................... | 5.250 | 0.50 | 5.750 | 100.00*** | 100.00*** |
| 2006.................................................................... | 7.500 | 0.50 | 8.000 | 100.00*** | 100.00*** |
| 2007..................................................................... | 8.250 | 0.50 | 8.750 | 100.00*** | 100.00*** |
| 2008..................................................................... | 6.000 | 0.50 | 6.500 | 100.00*** | 100.00*** |
| 2009..................................................................... | 3.250 | 0.50 | 4.000** | 100.00*** | 100.00*** |
| 2010...................................................................... | 3.250 | 0.50 | 4.000** | 100.00*** | 100.00*** |
| 2011...................................................................... | 3.250 | 0.50 | 4.000** | 100.00*** | 100.00*** |
| 2012..................................................................... | 3.250 | 0.50 | 4.000** | 100.00*** | 100.00*** |
| 2013.................................................................... | 3.250 | 0.50 | 4.000** | 100.00*** | 100.00*** |

* This is a margin we have used recently; your margin may be different.
** This ANNUAL PERCENTAGE RATE reflects a $4.000 \%$ floor.
${ }^{*}$ This payment reflects the minimum payment of $\$ 100.00$.

More and more lenders are offering home equity lines of credit. By using the equity in your home, you may qualify for a sizable amount of credit, available for use when and how you please, at an interest rate that is relatively low. Furthermore, under the tax law - depending on your specific situation - you may be allowed to deduct the interest because the debt is secured by your home.

If you are in the market for credit, a home equity plan may be right for you or perhaps another form of credit would be better. Before making this decision, you should weigh carefully the costs of a home equity line against the benefits. Shop for the credit terms that best meet your borrowing needs without posing undue financial risk. And, remember, failure to repay the line could mean the loss of your home.

## WHAT IS A HOME EQUITY LINE OF CREDIT?

A home equity line is a form of revolving credit in which your home serves as collateral. Because the home is likely to be a consumer's largest asset, many homeowners use their credit lines only for major items such as education, home improvements, or medical bills and not for day-to-day expenses.
With a home equity line, you will be approved for a specific amount of credit - your credit limit - meaning the maximum amount you can borrow at any one time while you have the plan.

Many lenders set the credit limit on a home equity line by taking a percentage (say, 75 percent) of the appraised value of the home and subtracting the balance owed on the existing mortgage. For example:

| Appraisal of home | $\$ 100,000$ |
| :--- | ---: |
| Percentage | $\times 75 \%$ |
| Percentage of appraised value | $\$ 75,000$ |
| Less mortgage debt | $-\$ 40,000$ |
| Potential credit line | $\$ 35,000$ |

In determining your actual credit line, the lender also will consider your ability to repay, by looking at your income, debts, and other financial obligations, as well as your credit history.

Home equity plans often set a fixed time during which you can borrow money, such as 10 years. When this period is up, the plan may allow you to renew the credit line. But in a plan that does not allow renewals, you will not be able to borrow additional money once the time has expired. Some plans may call for payment in full of any outstanding balance. Others may permit you to repay over a fixed time, for example 10 years.

Once approved for the home equity plan, usually you will be able to borrow up to your credit limit whenever you want. Typically, you will be able to draw on your line by using special checks.

Under some plans, borrowers can use a credit card or other means to borrow money and make purchases using the line. However, there may be limitations on how you use the line. Some plans may require you to borrow a minimum amount each time you draw on the line (for example, $\$ 300$ ) and to keep a minimum amount outstanding. Some lenders also may require that you take an initial advance when you first set up the line.

## WHAT SHOULD YOU LOOK FOR WHEN SHOPPING FOR A PLAN?

If you decide to apply for a home equity line, look for the plan that best meets your particular needs. Look carefully at the credit agreement and examine the terms and conditions of various plans, including the annual percentage rate (APR) and the costs you'll pay to establish the plan. The disclosed APR will not reflect the closing costs and other fees and charges, so you'll need to compare these costs, as well as the APRs, among lenders.

## Interest Rate Charges and Plan Features

Home equity plans typically involve variable interest rates rather than fixed rates. A variable rate must be based on a publicly available index (such as the prime rate published in some major daily newspapers or a U.S. Treasury bill rate); the interest rate will change, mirroring fluctuations in the index. To figure the interest rate that you will pay, most lenders add a margin, such as 2 percentage points, to the index value. Because the cost of borrowing is tied directly to the index rate, it is important to find out what index and margin each lender uses, how often the index changes, and how high it has risen in the past.

Sometimes lenders advertise a temporarily discounted rate for home equity lines - a rate that is unusually low and often lasts only for an introductory period, such as six months.

Variable-rate plans secured by a dwelling must have a ceiling (or cap) on how high your interest rate can climb over the life of the plan. Some variable-rate plans limit how much your payment may increase, and also how low your interest rate may fall if interest rates drop.

Agreements generally will permit the lender to freeze or reduce your credit line under certain circumstances.
For example, some variable-rate plans may not allow you to get additional funds during any period the interest rate reaches the cap.

## Costs to Obtain a Home Equity Line

Many of the costs in setting up a home equity line of credit are similar to those you pay when you buy a home. For example:
[ ] A fee for a property appraisal, which estimates the value of your home.
[ ] An application fee, which may not be refundable if you are turned down for credit.
[ ] Up-front charges, such as one or more points (one point equals one percent of the credit limit).
[ ] Other closing costs, which include fees for attorneys, title search, mortgage preparation and filing, property and title insurance, as well as taxes.
[ ] Certain fees during the plan. For example, some plans impose yearly membership or maintenance fees.
[ ] You also may be charged a transaction fee every time you draw on the credit line.>
You could find yourself paying hundreds of dollars to establish the plan. If you were to draw only a small amount against your credit line, those charges and closing costs would substantially increase the cost of the funds borrowed. On the other hand, the lender's risk is lower than for other forms of credit because your home serves as collateral. Thus, annual percentage rates for home equity lines are generally lower than rates for other types of credit. The interest you save could offset the initial costs of obtaining the line. In addition, some lenders may waive a portion or all of the closing costs.

## HOW WILL YOU REPAY YOUR HOME EQUITY PLAN?

Before entering into a plan, consider how you will pay back any money you might borrow. Some plans set minimum payments that cover a portion of the principal (the amount you borrow) plus accrued interest. But, unlike the typical installment loan, the portion that goes toward principal may not be enough to repay the debt by the end of the term. Other plans may allow payments of interest alone during the life of the plan, which means that you pay nothing toward the principal. If you borrow $\$ 10,000$, you will owe that entire sum when the plan ends.

Regardless of the minimum payment required, you can pay more than the minimum and many lenders may give you a choice of payment options. Consumers often will choose to pay down the principal regularly as they do with other loans. For example, if you use your line to buy a boat, you may want to pay it off as you would a typical boat loan.

Whatever your payment arrangements during the life of the plan -whether you pay some, a little, or none of the principal amount of the loan - when the plan ends you may have to pay the entire balance owed, all at once. You must be prepared to make this balloon payment by refinancing it with the lender, by obtaining a loan from another lender, or by some other means. If you are unable to make the balloon payment, you could lose your home. With a variable rate, your monthly payments may change. Assume, for example, that you borrow $\$ 10,000$ under a plan that calls for interest-only payments. At a 10 percent interest rate, your initial payments would be $\$ 83$ monthly. If the rate should rise over time to 15 percent, your payments will increase to $\$ 125$ per month.

Even with payments that cover interest plus some portion of the principal, there could be a similar increase in your monthly payment, unless the agreement calls for keeping payments level throughout the plan.

When you sell your home, you probably will be required to pay off your home equity line in full. If 'you are likely to sell your house in the near future, consider whether it makes sense to pay the up-front costs of setting up an equity credit line. Also keep in mind that leasing your home may be prohibited under the terms of your home equity agreement.

## COMPARING A LINE OF CREDIT AND A TRADITIONAL SECOND MORTGAGE LOAN

If you are thinking about a home equity line of credit you also might want to consider a more traditional second mortgage loan. This type of loan provides you with a fixed amount of money repayable over a fixed period. Usually the payment schedule calls for equal payments that will pay off the entire loan within that time. You might consider a traditional second mortgage loan instead of a home equity line if, for example, you need a set amount for a specific purpose, such as an addition to your home.

In deciding which type of loan best suits your needs, consider the costs under the two alternatives. Look at the APR and other charges. You cannot, however, simply compare the APR for a traditional mortgage loan with the APR for a home equity line because the APRs are figured differently.
[ ] The APR for a traditional mortgage takes into account the interest rate charged plus points and other finance charges.
[ ] The APR for a home equity line is based on the periodic interest rate alone. It does not include points or other charges.

## Disclosures from Lenders

The Truth in Lending Act requires lenders to disclose the important terms and costs of their home equity plans, including the APR, miscellaneous charges, the payment terms, and information about any variable-rate feature. And in general, neither the lender nor anyone else may charge a fee until after you have received this information. You usually get these disclosures when you receive an application form, and you will get additional disclosures before the plan is opened. If any term has changed before the plan is opened (other than a variable-rate feature), the lender must return all fees if you decide not to enter into the plan because of the changed term.

When you open a home equity line the transaction puts your home at risk. For your principal dwelling, the Truth in Lending Act gives you three days from the day the account was opened to cancel the credit line. This right allows you to change your mind for any reason. You simply inform the creditor in writing within the three-day period. The creditor must then cancel the security interest in your home and return alt fees - including any application and appraisal fees - paid in opening the account.

## GLOSSARY

Annual membership or participation fee -- An amount that is charged annually for having the line of credit available. It is charged regardless of whether or not you use the line.
Annual percentage rate (APR) -- The cost of credit on a yearly basis expressed as a percentage.
Application fee -- Fees that are paid upon application. An application fee may include charges for property appraisal and a credit report.
Balloon payment -- A lump-sum payment that you may be required to make under a plan when the plan ends.
Cap -- A limit on how much the variable-interest rate can increase during the life of the plan.
Closing costs -- Fees paid at closing, including attorneys' fees, fees for preparing and filing a mortgage, for taxes, title search, and insurance.

Credit limit -- The maximum amount that you can borrow under the home equity plan.
Equity -- The difference between the fair market value (appraised value) of your home and your outstanding mortgage balance.

Index -- The base for rate changes that the lender uses to decide how much the annual percentage rate will change over time.

Interest rate -- The periodic charge, expressed as a percentage, for use of credit.
Margin -- The number of percentage points the lender adds to the index rate to determine the annual percentage rate to be charged.
Minimum payment-- The minimum amount that you must pay (usually monthly) on your account. In some plans, the minimum payment may be "interest only." In other plans, the minimum payment may include principal and interest.
Points-- A point is equal to one percent of the amount of your credit line. Points usually are collected at closing, and are in addition to monthly interest.
Security interest -- An interest that a lender takes in the borrower's property to assure repayment of a debt.
Transaction fee -- A fee charged each time you draw on your credit line.
Variable rate -- An interest rate that changes periodically in relation to an index. Payments may increase or decrease accordingly.

## WHERE TO GO FOR HELP

The following federal agencies are responsible for enforcing the federal Truth in Lending act, the law that governs credit term disclosure for home equity lines. Any questions concerning compliance with the act by a particular financial institution should be directed to its enforcement agency.

State Member Banks of the Federal Reserve System
Division of Consumer and Community Affairs
Board of Governors of the Federal Reserve System
20th Street and Constitution Avenue, N.W.
Washington, D.C. 20551
(202) 452-3946

National Banks
Compliance Management

Office of the Comptroller of the Currency
250 E Street, S.W.
Washington, D.C. 20219
(202) 874-4428

## Federal Credit Unions

Office of Consumer Programs
National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314
(703) 518-6300

## Federally Insured Non-Member State-Chartered Banks

and Savings Banks
Office of Consumer Affairs
Federal Deposit Insurance Corporation
550 Seventeenth Street, N.W.
Washington, D.C. 20429
(800) 424-5488; (202) 898-6005

TDD (800) 452-3151; (202) 898-6726

Federally Insured Savings and Loan Institutions
and Federally Chartered Savings Banks
Consumer Programs Division
Office of Thrift Supervision
1700 G Street, N.W., Fifth Floor
Washington, D.C. 20552
(202) 906-6237

## Mortgage Companies

Division of Credit Practices
Bureau of Consumer Protection
Federal Trade Commission
601 Pennsylvania Avenue, N.W.
Washington, D.C. 20580
(202) 326-3233

## CHECK LIST

Ask your lender to help fill out this check list.
BASIC FEATURES
Fixed annual percentage rate.
Variable annual percentage rate.
Index used and current value
Amount of margin
Current rate $\qquad$
Frequency of rate adjustments
Amount/length of discount (if any)
interest rate caps $\qquad$
Length of plan
Draw period..
Repayment period.
Initial fees
Appraisal fee. $\qquad$
$\qquad$
Closing costs. $\qquad$
$\qquad$
Application fee $\qquad$
$\qquad$

## REPAYMENT TERMS

## During the draw period

Interest and principal payments $\qquad$
$\qquad$
Interest only payments $\qquad$
$\qquad$
Fully amortizing payments
When the draw period ends
$\qquad$
Renewal available
Refinancing of balance by lender $\qquad$

## ELECTRONIC FUND TRANSFERS (EFT) INITIAL DISCLOSURES FOR VISA® DEBIT/ATM CARD APPLICATIONS

This disclosure is designed to give you information concerning debit and ATM card transfers out of your account. All debit and ATM card transfers are considered Electronic Funds Transfers (EFTs).

You can use both the BMEFCU ATM card and debit card to perform the following EFTs: Automatic Teller Machine (ATM) transactions (such as deposits, withdrawals, balance inquiries, account transfers) and Point of Sale (POS) transactions at a merchant. The debit card may also be used for signature transactions at a merchant, telephone purchases or payments, and internet merchant transfers.

1. Limitations on the frequency and amounts of EFTs: The following are limitations placed on ATM and POS transactions made with an ATM or debit card:
4 Transactions are authorized against a live database.
$\Delta$ There is a limit of twenty (20) withdrawals per day and a single transaction limit of $\$ 600.00$ with a daily limit of $\$ 1,000.00$.

4 Withdrawals may be limited by the ATM used.
4 You may make up to ninety-nine (99) deposits per day at any ATM. Of the ninety-nine (99) deposits, only two times will you be able to get cash back. The cash back cannot exceed $\$ 100.00$ per deposit.

4 If, at any time, our system is down, you will be able to withdraw up to $\$ 110.00$ including any applicable fees.

The following are limitations place on debit card signature transactions:
4 There is a daily limit of ten (10) debit card transactions and a daily approval limit of $\$ 10,000.00$.

4 The transaction approvals are made against available balances in your primary share, share draft, and line of credit accounts.

A member who has a share (savings) account is permitted up to six (6) pre-authorized or automatic withdrawals, telephone transfers, or transfers initiated by personal computer to another account at the same credit union, or to a third party during a statement cycle. No more than three (3) of the six (6) transfers can be made by share draft, draft, debit card or similar order and payable to third parties. Transfers made by a member in person, at an ATM, by mail, by messenger, or by telephone which result in a share draft or check being mailed to the member, do not constitute one of the six (6) monthly transfers. These limitations are imposed by Federal Regulation D; exceeding these limits may result in an account being closed.
2. Fees are subject to change at any time. The Credit Union will notify the member before the changes go into effect. There is an annual fee of $\$ 15.00$ for an ATM card.

You are allowed eight (8) ATM withdrawals per month at no charge. After the eighth withdrawal, a $\$ 3.00$ fee will be charged per withdrawal.

BMEFCU's fee schedule reflects current fee charges and may be referred to via our website.
3. For purposes of these disclosures, BMEFCU's business days are Monday thru Friday. Federal Reserve holidays are not included.
4. Your EFT transactions will be itemized on a periodic statement. You will receive a monthly statement for each month there is EFT activity. Anytime you perform a transaction at an ATM you will receive a receipt.
5. We will disclose information to third parties about your account or the transfers you make based on the following:
$\Delta$ When it is necessary for completing transfers.
a Verification to a third party such as a credit bureau or merchant as to the existence and
condition of your account.
In order to comply with a government agency or court order.
4 If you give us your written permission
6. The following is a summary of the Credit Union's liability to you for our failure to complete a transfer to or from your account on time. The Credit Union will be liable for your losses or damages. However, there are some exceptions. We will not be liable under the following circumstances:

4 If, through no fault of ours, you do not have enough money in your account to make the transfer.

4 If the transfer would go over the credit limit on your overdraft line.
4 If the ATM where you are making the transfer does not have enough cash.
al If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

If circumstances beyond our control (such as fire, flood or any other catastrophic event) prevent the transfer, despite reasonable precautions we have taken.

4 There may be other exceptions as stated in our agreement with you.
7. The following is a summary of your liability for unauthorized EFTs. You are responsible for all transactions you authorize using your EFT services under this agreement. If you permit someone else to use an EFT service, your card or your access code (such as a Personal Identification Number (PIN)), you are responsible for any transaction they authorize or conduct on any of your accounts. Tell us AT ONCE if you believe your card or code (such as your PIN) has been lost or stolen, or if you believe that an EFT has been made without your permission using information from your personal check. You can notify us in writing at Boulder Municipal Employees Federal Credit Union, 2800 Arapahoe Ave, Boulder, CO 80303, by phone during business hours at 303.441.7800, or during non-business hours, weekends, or holidays at 1.800.453.4270, or by email at e-mail@bmecu.orq.

The Credit Union's debit card is a VISA® system card. Once you discover your card is lost or stolen, contact the Credit Union immediately. Once you have contacted the Credit Union, you will not be liable for any unauthorized transactions.

If it is determined by the Credit Union that a cardholder was grossly negligent or fraudulent in the handling of the account or card, then the liability for unauthorized VISA® transactions may be greater than zero. Please note, the Credit Union will determine liability as it relates to unauthorized POS transactions and/or ATM withdrawals.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement is mailed to you, you may not be reimbursed for the money lost. Example: If the Credit Union proves that we could have prevented the loss if we had been notified, we are not liable due to the sixty (60) day notification rule. If an extenuating circumstance such as a long trip or a hospital stay prevents communication with the Credit Union, we will extend the time periods.
8. Error Resolution Procedures: In case of errors or questions about your EFTs from your share and share draft account, or if you need more information about a transfer on the statement or receipt, telephone us at 303.441.7800, write us at Boulder Municipal Employees Federal Credit Union, 2800 Arapahoe Ave, Boulder, CO 80303, or email us at e-mail@bmecu.org. We must hear from you no later than sixty (60) days after mailing the first statement on which the problem appears.

Provide us with the following:
Name and account number.
4 Dollar amount of the suspected error.
Description of the electronic transfer you are unsure about. Explain, as clearly as you can, why you believe the Credit Union has made an error, or why you need more information.

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, in most cases, within ten (10) business days, or twenty (20) business days for new accounts less than thirty (30) days old, after we hear from you and will correct any error promptly. If the investigation cannot be completed within this time frame, the Credit Union may take up to forty-five (45) calendar days to complete the investigation if it:

Provisionally re-credits the funds to the member's account by the end of ten (10) business days of receiving the error notice, or twenty (20) business days for new accounts.

4dvises the member of the provisional re-crediting within two (2) business days of the recrediting.

And gives the member full use of the provisionally re-credited funds during the investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account. If the EFT was not initiated in the U.S., involves a POS debit card transaction, or a new account less than thirty (30) days old, the investigation period is extended to ninety (90) calendar days instead of forty-five (45) calendar days.

If the Credit Union determines that an error has occurred, it will correct the error within one (1) business day. The Credit Union will provide the member with an oral or written report of the correction within three (3) business days after the investigation has been completed. The Credit Union will notify the member that a provisional credit has been made final within three (3) business days after completing its investigation.

If the Credit Union's investigation reveals that no error occurred, or that the error is different in manner or amount from the one the member described, then the Credit Union will provide the member a written explanation within three (3) business days after concluding its investigation. The member will have the right to request the written documentation relied upon by the Credit Union in making the determination that an error did not occur.

If a provisional credit needs to be reversed due to no error occurring, the Credit Union will inform the member of the date and amount of the reversal. The Credit Union will honor checks and share drafts or a similar instrument payable to third parties and preauthorized transfers from your account, without charge, as a result of an overdraft five (5) business days after the notification. The Credit Union will only honor items it would have paid if the provisionally credited funds had not been debited.
9. ATM Surcharge. When you use an ATM not owned by the Credit Union, you may be charged a fee by the ATM operator and you may also be charged a fee for a balance inquiry even though you do not complete a funds transfer. Any ATM that displays the CO-OP Network sign will be surcharge-free to BMEFCU members.

## PRIVACY NOTICE

## FACTS WHAT DOES BOULDER MUNICIPAL EMPLOYEES FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

| Why? | Financial companies choose how they share your personal information. Federal law <br> gives consumers the right to limit some but not all sharing. Federal law also requires <br> us to tell you how we collect, share, and protect your personal information. Please <br> read this notice carefully to understand what we do. |
| :--- | :--- |

What?

[^0]> How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Boulder Municipal Employees Federal Credit Union chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information | Does Boulder <br> Municipal <br> Employees | Can you limit <br> this sharing? <br> Federal Credit <br> Union share? |
| :--- | :---: | :---: |
| For our everyday business purposes - <br> such as to process your transactions, maintain your <br> account(s), respond to court orders and legal investigations, or | Yes | No |

\(\left.$$
\begin{array}{|l|l|}\hline \begin{array}{l}\text { To limit our } \\
\text { sharing }\end{array} & \begin{array}{l}\text { Call 303-441-7800, 1-800-MYBMECU (692-6328), select the member } \\
\text { service option. }\end{array}
$$ <br>
PLEASE NOTE : <br>
If you are a new member, we can begin sharing your information 30 days <br>
from the date we sent this notice. If you are no longer our member, we <br>

continue to share your information as described in this notice.\end{array}\right\}\)| However, you can contact us at any time to limit our sharing. |
| :--- |


| What we do |  |
| :--- | :--- |
| How does Boulder Municipal <br> Employees Federal Credit <br> Union protect my personal <br> information? | To protect your personal information from unauthorized access <br> and use, we use security measures that comply with federal law. <br> These measures include computer safeguards and secured files <br> and buildings. |
| How does Boulder Municipal <br> Employees Federal Credit <br> Union collect my personal <br> information? | We collect personal information, for example, when you: <br> open an account or deposit money |
| pay your bills or apply for a loan |  |


|  | about your credit worthiness |
| :--- | :--- |
|  | State laws and individual companies may give you additional <br> rights to limit sharing. |
| What happens when I limit <br> sharing for ang your information to market to you <br> jointly with someone else? | Your choices will apply to everyone on your account. |


| Definitions | Companies related by common ownership or control. They can be <br> financial and nonfinancial companies. |
| :--- | :--- | :--- |
| Nonaffiliates | Boulder Municipal Employees Federal Credit Union has no <br> affiliates |
| can be financial and nonfinancial companies. |  |
| Joint marketing | Conaffiliates we share with, such as; mortgage and insurance <br> companies, shared service centers, and card services <br> companies. |
| A formal agreement between nonaffiliated financial companies |  |
| that together market financial products or services to you. |  |

## Third Party Site Disclaimer

PLEASE NOTE: To allow additional services to be available to you, there are links from BME Federal Credit Union to other websites. Once you leave BME Federal Credit Union's website, we are not responsible for the privacy practices or the content of the linked websites. We would like to assure you that we have made all reasonable attempts to review the content of linked sites, however, as we are not in control of these sites, we cannot guarantee their content. We encourage you to read the privacy statement of all linked websites to become acquainted with their specific privacy practices.

For further information, please feel free to contact us at:
BME Federal Credit Union
2800 Arapahoe Ave,
Boulder, CO 80303
303-441-7800
or email us


[^0]:    The types of personal information we collect and share depend on the product or service you have with us. This information can include:
    4 Social Security number and income
    4 account balances and payment history
    4 credit history and transaction or loss history

