



Electronic Funds Transfer Agreement and Disclosures

This Electronic Funds Transfer Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning electronic fund transfers (EFT) services offered to you by Federal Employees of Chippewa County Credit Union ("Credit Union"). In this Agreement the words "you", "your", and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we", "our", "us" or "FECCCU" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union. The word "access code" means any password, personal identification number (PIN), or other confidential identification used to access your accounts.

Electronic funds transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments and addendums for the EFT service offered.

- 1. EFT Services.** If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.
 - a. ATM Card.** You may use your Card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, NYCE, Cirrus, STAR, Co-Op, SC24 networks, and such other machines or facilities the Credit Union may designate. For ATM 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 ATM overdrafts are shown in the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Access your Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and PIN to purchase goods or services at POS terminals that carry NYCE, STAR, Cirrus, Co-Op, and SC24 network logo(s).

The following limitations on the frequency and amount of ATM transactions may apply:

- You may make five (5) cash withdrawals or POS transactions in any one (1) day.
- You may withdraw up to a maximum of \$350.00 in any one (1) day from an ATM machine/POS terminal, if there are sufficient funds in your account.
- Offline ATM withdrawal and POS transactions are limited to \$300.00 in any (1) day.
- For security purposes, there are other limits in the frequency and amount of transfers available at ATMs.
- For purposes of determining whether you have reached the daily limit, a day ends at midnight. Friday, Saturday, and Sunday are considered as one business day for the purposes of this limit.
- You may transfer up to the available balance in your accounts at the time of the transfer.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. MasterCard Debit Card. You may use your card to purchase goods and services at any place MasterCard is honored by participating merchants and merchants accepting the Card and PIN at POS terminals. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods and services over the Internet, you may be required to provide your card number and security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law. Funds to cover your card purchases will be deducted from your share draft account. For 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 this type of transaction. Services and fees for overdrafts are shown in the Schedule of Fees and Charges. For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, NYCE, Cirrus, Star, Co-Op, and SC24 networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Access your Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept MasterCard.

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

- You may make 15 signature-based MasterCard Debit Card purchases in any one (1) day.
- Signature based purchase amounts are limited to the amount in your account up to \$5,000.00 in any one (1) day.
- Offline MasterCard Debit Card signature-based transactions is \$2,500.00 in any one (1) day.
- You may make five (5) cash withdrawals or POS transactions in any one (1) day.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine/POS terminal, if there are sufficient funds in your account.
- Offline MasterCard Debit ATM/POS transactions is \$300.00 in any one (1) day.
- For security purposes, there are other limits in the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- For purposes of determining whether you have reached the daily limit, a day ends at midnight. Friday, Saturday, and Sunday are considered as one business day for the purposes of this limit.

c. Preauthorized EFTs.

Direct Deposit. Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or share draft account.

Preauthorized Debits. You may make periodic direct withdrawals from your share or share draft account to a particular person or company at least periodically which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.

Stop Payment Rights. If you have arranged in advance to make electronic funds transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfer from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We will require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for preauthorized Electronic Funds Transfers will apply to all subsequent transfers, unless you withdraw the request.

Email and Stop Payment Requests. The Credit Union may not immediately receive email communications that you send and the Credit Union will not take action based on email requests until the Credit Union actually receives your message and has reasonable opportunity to act. Any stop payment requests you transmit electronically is deemed to be an oral request.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may 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 Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer 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.

- d. **Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or 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 told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- e. **Online Banking.** You may use a personal computer to access your accounts. In order to use the Online Banking Service, you will need a personal computer with access to the Internet (World Wide Web), an Account Number and Online Banking Password. You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. FECCCU is not responsible for any errors or failures from any malfunction of your Computer, the browser or software. FECCCU is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

At the present time, you may use Online Banking to:

- Transfer funds between your accounts.
- Obtain account balances.
- Obtain history and transaction information on your accounts.
- Obtain loan account balance information.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposits.
- Make bill payments to preauthorized creditors.

Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits.

We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered or after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking may apply:

- There is no limit to the number of inquires, transfers, or withdrawal requests you may make in any one (1) day.
- 2. Transfer Limitations.** For all share and club 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 preauthorized, automatic, or internet transfer, by telephone, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee.
 - 3. Conditions of EFT Services.**
 - a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
 - b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction.
 - c. Currency Conversion; International Transaction Fee.** Purchases and withdrawals made in foreign currencies will be billed to you in U.S. dollars. The currency conversion rate for international transaction as established by MasterCard International, Inc. is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.
 - d. Security of Access Code.** You may use one (1) or more access codes with your electric fund transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.
 - e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
 - 4. Fees and Charges.** There are certain fees and charges for EFT services as set forth on the Rate and Fee Schedule. The Credit Union reserves the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your

personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator and by the Credit Union for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

- 5. Member Liability.** 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, you are responsible for any transactions they authorize or conduct on any of your accounts. However, **TELL US AT ONCE** if you believe your Card and/or Access code has been lost or stolen, if you believe someone has used your Card or Access Code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft-line of credit). For transactions using your MasterCard Debit Card, if you promptly notify us of your lost or stolen card, you will not be liable for any losses provided that you exercised reasonable care in safeguarding the Card against loss or theft.

Otherwise the following limits (applicable to all other transactions) will apply to transactions using your Card. For all other EFT transactions except electronic check transactions, if you tell us with in two (2) business days, you can lose not more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the loss of your Card, User ID, or other access device, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFTs 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 lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfer if you had told us in time. If you believe that someone has used your Card or PIN without your permission or you have lost your Card, call during business hours: 906-632-4210 or 800-350-6750 or call after business hours: 800-325-3678 or write: FECCCU, 119 East Water Street, Sault Ste. Marie, MI 49783.

- 6. Business Days.** Our business days are Monday – Friday, excluding holidays.

7. Right to Receive Documentation.

- a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquires) involving your account using an ATM and/or POS terminal.
- c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (906) 632-4210 or (800) 350-6760. This does not apply to transactions occurring outside the United States.

- 8. Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy.

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

- As necessary to verify or complete a transaction;
- To verify the existence of your account upon the request of the third party;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To provide information to credit reporting agencies;
- To comply with government agency or court orders; or

- If you give us your written permission.
- 9. Credit Union 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 may be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, credit union, or by Internet browser providers such as Netscape and Microsoft, or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access service, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online access service and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law.
- The credit union will not be liable for the following:
- If, through no fault of ours, you do not have adequate funds in your accounts to complete a transaction, your account is closed, the transaction amount would exceed your credit limit on your line of credit, or if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure.
 - If you used the wrong Access Code or you have not properly followed any applicable computer, Internet, or credit union instructions for making transfers.
 - If the ATM where you are making the transfer does not have enough cash, does not operate properly, or you use your Card improperly.
 - If circumstances beyond our control (such as fire, flood, telephone communication outages, postal strikes, equipment or power failure) prevent making the transaction.
 - If your account is frozen because of a delinquent loan or is subject to legal process or other claim.
 - If the error was caused by any applicable ATM or payment system network. The ATM machine may retain your Card in certain instances, in which event you may contact the credit union about its replacement.
 - If the error was caused by a system beyond the credit union’s control such as your Internet Service Provider, any computer virus, or problems related to software not provided by the credit union.
 - If you have not given the credit union complete, correct, and current instructions so the credit union can make a transfer.
 - We may establish other exceptions in addition to those listed above.
- 10. Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union’s records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any other future changes to those regulations.
- 11. ATM Safety Notice.** The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:
- Be aware of your surroundings, particularly at night.
 - Consider having someone accompany you when the ATM or night deposit facility is used after dark.
 - Close the entry door of any ATM facility equipped with a door.
 - If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.

- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

12. Billing Errors. In case of errors or questions about electronic fund transfers, telephone us at the following number or send us a written notice to the following address. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

Call us at:

(906) 632-4210

(800) 350-6760

Or write to:

Federal Employees to Chippewa County Credit Union

119 Water Street

Sault Ste. Marie, MI 49783

Fax: (906) 632-4360

In your notice:

- Tell us your name and account number.
- Describe 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.
- 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 fourteen (14) calendar days. If we ask you to put your complaint or question in writing and we do not receive it within 14 calendar days, we may not recredit your account.

For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question, ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States. 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, so that you will have the use of the money during the time it takes us to complete our investigation. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our finding within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of the documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

13. Termination of EFT Services. You agree that we may terminate this Contract and your use of any EFT services if you, or any unauthorized user of your Account or PIN breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or Access Code.

You or any other party to your account can terminate this Contract by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice.

However, termination of this Contract will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

14. Governing Law. This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulation of the State of Michigan, and the local clearinghouse rules, as

amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

The name and address of the governmental agency regulating the Credit Union is:

National Credit Union Administration

9 Washington Square

Albany, NY 12205

15. Enforcement. You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.