

## ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

This Electronic Fund Transfer Agreement and Disclosure is between the Credit Union Account Owner(s) (designated as "you, your") and Christian Financial Credit Union (designated as "we, us, our, CFCU, and credit union"). In this Agreement, the words, "you" and "your" mean each person who signed an Application or Account Card as member/account owner, joint owners, or any authorized user, and receives a MasterCard Debit card (Debit card) and each person to whom a MasterCard Debit card is issued, jointly and severally. By signing the account card, each of you, jointly and severally, acknowledged and agreed to the EFT services, which are incorporated with your CFCU account and agree to the terms and conditions in this agreement and to any amendments for the EFT services. Your use of the Christian Financial MasterCard Debit Card constitutes an agreement between the account owner, joint owner, and CFCU.

The words "account" and "accounts" refer to the Regular Share Accounts; Checking Accounts; Money Market; and Line of Credit Loan which are types of accounts in the credit union that can be subject to some kind of EFT (electronic fund transfer) service. These are referred to in the Agreement as your account(s). Electronic fund transfers are electronically initiated transfers of money from your account through EFT services described in this Agreement. You have previously designated which of your account(s) you want to be subject to a particular type of EFT service. You may change those instructions in the future. We will follow your changes to the extent our EFT programs permit and all other depository accounts you maintain at the Credit Union. Card refers to the access device issued to you by CFCU that permits you to conduct transactions at automated teller machines ("ATMs") owned and operated by CFCU as well as other "foreign" machines and point-of-sale ("POS") terminals (if applicable), which are part of a network that accepts our card. POS terminal refers to electronic point-of-sale terminals that are part of a network that accepts your card to pay for purchases and obtain cash back/cash advances (where available) from your checking account. Also included are those merchants and financial institutions that accept MasterCard to conduct transactions. PIN means the Personal Identification Number assigned to you by the Credit Union.

Transaction means an electronic funds transaction.

This Electronic Fund Transfer Agreement describes the type of Electronic Fund Transfer ("EFT") services that we provide. This Agreement should be reviewed carefully, since it informs you of the terms and conditions which apply to these services. Should any inconsistencies exist between these terms and conditions and the general rules and regulations of your deposit account(s), these terms and conditions govern with regard to EFT services. In the case of joint accounts, all persons on the account accept the terms and conditions of this Agreement, both jointly and severally. Please keep this Agreement for future reference.

Your use of the Christian Financial MasterCard Debit Card constitutes an agreement between the account owner, joint owner and CFCU. This agreement is governed by the bylaws of the Christian Financial Credit Union, Federal Laws and Regulations, the Laws of the state of Michigan and local clearinghouse rules, as amended from time to time.

**ALL CARDHOLDERS AND/OR CARD USERS HEREBY AGREE TO:** Abide by the rules and regulations of CFCU relating to the use of this MasterCard Debit/ATM Card. The MasterCard Debit card(s) issued by CFCU are the property of the Credit Union and will be surrendered immediately upon request by CFCU. That the Personal Identification Number (PIN) issued by The Credit Union's card processor is your personal security to prevent unauthorized use of your account and that the PIN is **confidential** and must not be revealed to any party or written on the card. If you permit someone else to use your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

MasterCard Debit Card transactions take priority over any other withdrawal from your CFCU accounts. Should your account have insufficient funds to cover the transaction, your account may be frozen until the deficit remedied.

This Agreement defines your responsibilities and the Credit Union's responsibilities with respect to electronic funds transactions performed through ATMs, Merchants and POS terminals. It is understood that the Agreements and rules and regulations applicable to your accounts remain in effect and continue to be applicable, except as specifically modified by this Agreement. Use of your MasterCard Debit card to perform transactions or using the MasterCard Debit card to conduct transactions, you agree to the terms of this Agreement.

**OBTAINING INFORMATION:** The Credit Union may obtain credit bureau or similar reports in considering applications for accounts or other services as permitted by federal law, including the Right to Financial Privacy Act; Fair Credit Reporting Act and as described in the Privacy Notice we give you from time to time.

**OVERDRAFT PROTECTION:** If you have overdraft protection to cover any overdrafts in your checking account, the following provisions apply: (1) At the time you applied for your overdraft protection Line Of Credit, you agreed that an

overdraft on your checking account will result in advances to your checking account, including overdrafts resulting from Electronic Fund Transfers. (2) At the time you applied for Membership, in addition to the acceptance of the Card, you signed a separate acknowledgment on the membership application giving us a secured interest - called a pledge - in all present or future shares which you have with us in the account designated on the application. If you fail to make your payments when due, we can deduct money from your shares to pay any or all amounts owed to the extent permitted by law. While your payments are up-to-date, you can withdraw shares from this account, even though they are pledged to us. However, if you withdraw all your shares, you are no longer a member and you cannot obtain new advances.

**COURTESY PAY OVERDRAFT COVERAGE:** If necessary, after exhausting all other account sources, the Credit Union's Courtesy Pay Overdraft (CPOD) program may cover transfers exceeding the checking account balance up to \$250 or \$500 depending upon your status. For Debit Card coverage of Courtesy Pay Overdraft, **You must "opt-in" to be eligible** to receive this service or your purchase(s) may be declined if your purchase(s) overdraws your account. All members in good standing are granted the option for the overdraft protection privilege. Please refer to the Credit Union's Courtesy Pay Overdraft Policy and the Fee and Rate Schedule for the cost per overdraft transaction and maximum number of fees that may be placed on your account per day.

For members who are not in good standing, all other account sources will first be exhausted. Transfers exceeding account balances will not be processed. However, if funds are in your account at time of purchase and at the time the transaction is processed your funds are not available, your transaction(s) may be declined or if you have opted-in your transactions may be paid and you would be charged an overdrawn fee as stated in the Fee and Rate Schedule.

CFCU, in accordance with Federal Reserve Board Regulation D, permits a total of six (6) automatic transfers to cover checking overdrafts per month from a Money Market account to any other account. Advances and payments will be recorded on your monthly account statement. Fees may apply. **Please check the latest Fee and Rate Schedule.**

**CARD USE:** Your card allows transactions to be made on your account. The Credit Union may, without liability or advance notice, revoke or limit all cards issued under this Agreement. Upon demand, you will surrender the card promptly to the Credit Union. The Debit card allows you to access available funds in your account, within the daily limits described herein, to purchase goods and services, and to receive cash advances from your account. The CFCU MasterCard Debit card is NOT a credit card.

**CONDUCTING TRANSACTIONS:** The presentation of your card, and, if required, the entry of your PIN constitutes authorization to the Credit Union to conduct transactions. You agree to follow the instructions posted for use of the ATMs and POS terminals accessible by your card. These instructions will be considered part of the Agreement. You agree not to make transactions that would overdraw any account. If, by mistake, you are permitted to conduct a transaction that you should not have been allowed to make, we may charge the amount involved to an account with available funds, engage Courtesy Pay Overdraft if applicable, or otherwise hold you liable. When a PIN is required, you cannot make transactions without the entry of your correct PIN. Entries of an incorrect PIN may result in your card being retained in an ATM.

**ILLEGAL TRANSACTIONS PROHIBITED:** Your card may not be used to initiate any type of illegal gambling transaction or complete illegal transactions. It is your responsibility to use the Card only for valid and lawful purposes. If you use the Card for any other purpose or transaction, including without limitation unlawful gambling activities, (herein called a "Prohibited Activity"), you must promptly reimburse Christian Financial Credit Union and MasterCard International Incorporated for all amounts or expenses either Christian Financial or MasterCard pays as a result of such use. Cardholder agrees that all transactions that are initiated by use of the Card shall be legal in the jurisdiction where the cardholder lives and/or the transaction occurred. Internet gambling may be illegal in the jurisdiction in which cardholder is located, including the United States. Display of a payment card logo by an on-line merchant does not mean that Internet transactions are legal in the jurisdiction in which cardholder is located. Issuer shall decline to authorize any transaction issuer believes poses an undue risk of illegality or unlawfulness. Card transactions for any Prohibited Activity made by or for the benefit of you shall be considered authorized by you, and you assume all responsibility and liability for all losses, costs and expenses you incur as a result of such use. If we receive actual knowledge that you are processing restricted transactions, the account will be closed.

**FOREIGN TRANSACTIONS/EXCHANGE:** If you effect an international transaction with your MasterCard Debit card in a currency other than U.S. dollars, MasterCard will convert the charge into U.S. dollars. MasterCard charges an International Service Assessment (ISA) of one percent (1%) for use of the global payment system. The fee applies to purchases, credit vouchers, cash disbursements and single multi-currency transactions and will be posted as a separate transaction on your account. The fee is not assessed on transactions originating in US territories, and US Bases.

**SAFEGUARDING YOUR CARD AND PIN:** You understand that the MasterCard Debit Card is also an ATM Card. You understand that the ATM is an automated teller machine that can perform many of the tasks as a human teller. The PIN that

has been assigned to you is an identification code that is personal and confidential. You will hold, in strict confidence, your PIN. You should not write your PIN on your card, the card carrier, or any paper carried with the card. This invites misuse of your card if it is lost or stolen. You should keep a written record of your PIN in a separate location from the card, with no identification as to what the number is. You should protect your card and PIN as if they were cash, credit cards, or checks because it is the key with which someone can access your accounts. Safeguarding your card is your responsibility and especially important for debit cards since the PIN is NOT required for its use at businesses that honor MasterCard.

The use of the PIN with the card is a security method that helps you to maintain the security of your accounts. You therefore agree to take all reasonable precautions that no one else learns your PIN.

You understand that reasonable precautions include but are not limited to the following:

1. You agree not to tell or disclose your PIN to any other person, INCLUDING ANYONE WHO TEXT MESSAGES, EMAILS OR CALLS YOU REPRESENTING CHRISTIAN FINANCIAL CREDIT UNION. You understand **CFCU will NEVER ASK YOU for this information.**
2. You agree not to write your PIN on your MasterCard Debit CARD.
3. You agree not to keep a written record of your PIN near your card. This means you agree not to keep your PIN in the same wallet, cardholder, envelope, or place where you keep your card.

**LOSS OR THEFT:** You will **immediately** report your Debit card as lost or stolen. Telephoning us is the best way to keep all possible losses to a minimum. During regular business hours for ATM, Debit MasterCard, FAST audio response, and Internet Account Access, call (586) 772-6330 and ask for the Electronic Services Department. After business hours for Debit MasterCard only, you must call 1-800-754-4128 (in the USA), 1-727-227-9012 (outside USA). If you recover your card after notifying the credit union, you will not use the card. Also, you will not use your PIN after having notified the Credit Union of its loss or theft.

**VERIFICATION:** Receipts issued by any ATM or POS terminal are binding on CFCU only after verification of the transaction by CFCU.

**LIABILITY:** The Credit Union will not be liable for failure to honor a CARD due to improper use or retrieval of the card by an ATM or POS terminal. You should not use a cracked or broken card in an ATM or POS terminal. You will contact CFCU for a replacement card, if your card cracks or breaks. The Credit Union will not be liable for failure of a business to honor a card.

**RESPONSIBILITY:** You are responsible for all transactions made on your accounts with your card by anyone, including unauthorized transactions, subject to the limitations of applicable law. Legal limitations on your liability for unauthorized transactions are summarized below in the *“Electronic Funds Transfer Disclosures”* section.

**CARD USE AND EFFECT ON AVAILABLE BALANCES:** Generally, use of your card at ATMs and POS terminals results in a simultaneous debit of the transaction amount from your account. If you have a Debit card and use it at a POS terminal in a manner that is processed as a credit card transaction (when no entry of your PIN needed), the authorization to proceed with the transaction that the business receives will result in a simultaneous freeze until the earlier of the actual debit of the funds or 3 days after authorization. During the freeze, this means that the funds will NOT be available for use, for example, to pay any checks you write. Please keep track of your card use and the effect on your available balance to avoid overdrafts or items being returned unpaid due to insufficient funds, and the fees associated with these types of account problems.

Your MasterCard Debit card and PIN (when required) may be used to:

- Deposits to your regular share account, sub share account, checking account, and Money Market
- Cash withdrawals from your checking account, regular share account, and Money Market
- Transfer of funds (non-cash) from your regular share account to your checking account; from your regular share or checking to loan payment(s).
- Verify balances in specified savings, checking, or loan accounts that you have with us (these are not “electronic fund transfers”)
- Pay for purchases from your checking account at places that have agreed to accept the MasterCard Debit card. As part of the purchase, you may be able to get cash back depending on the policies of the seller of the goods or services.
- Obtain cash advances from your checking account at financial institutions that are participating MasterCard institutions.

Some of these services may not be available at all terminals or on all cards.

**SYSTEM MALFUNCTION:** You will not attempt to conduct a transaction when an ATM or POS terminal informs you (or other circumstances give you reason to believe) that the system is closed or is not functioning properly due to technical malfunction or lack of cash or is unable to initiate the desired transaction.

**JOINT ACCOUNT OWNER(S):** You agree to hold the Credit Union harmless for any and all transactions by any cardholder authorized on your account. You accept responsibility for all withdrawals made by an authorized cardholder less than 18 years of age.

**TERMINATION AND AMENDMENT:** CFCU may at any time terminate your right to conduct transactions or cancel this Agreement. The Credit Union may give notice of termination but is not obligated to do so. Your card and PIN may not be used after having been terminated. We may also configure our system to not accept your Debit card transactions should there be problems with your CFCU account.

You may terminate this agreement at any time by notifying us in writing and by stopping the use of your MasterCard Debit card. You are required to return all cards to CFCU. Your written notice of termination will become effective no later than the end of the first business day following the Credit Union's receipt of notice. Termination will not affect any liability incurred by you prior to termination.

The Credit Union may amend this Agreement at any time. You will be notified of any changes in a quarterly newsletter. We reserve the right to change, without notice, the limits on the types and amounts of transactions that may be transacted with your card. Unless the Credit Union is required to give you advance notice by law, changes are effective on the date changes are mailed. Use of your card after the effective date of the change will acknowledge your acceptance of that change.

**COLLECTION EXPENSES:** If the Credit Union files a lawsuit to collect what you owe, you will pay any and all reasonable expenses incurred by the Credit Union, including, but not limited to, outside collection agency fees and attorneys' fees.

**AGREEMENT CONTROLS:** Both you and the Credit Union will be bound by this Agreement. If there are inconsistencies between this Agreement and something said by Credit Union employees, you agree that this Agreement controls. Federal laws and the laws of Michigan govern this Agreement.

**USE OF ATMS AND DEPOSIT FACILITIES:** All members are advised that when using ATMs or other deposit facilities you should:

- Be aware of your surroundings, particularly during the hours of darkness,
- Be accompanied by another person during the hours of darkness,
- Refrain from displaying cash, place cash in a pocket as soon as the transaction is completed, and count cash in the safety of a locked enclosure such as a car or home,
- Use another ATM or facility or return at a later time if anything suspicious is noticed,
- Cancel a transaction, place the access device in a pocket, and leave if anything suspicious is noticed, and immediately report all crimes to CFCU, operator of the ATM and to local law enforcement officials.

## ELECTRONIC FUNDS DISCLOSURE

These Disclosures are required by Federal law and are part of the Debit Card Agreement between the Credit Union and you:

**ELECTRONIC FUND TRANSFER CARD:** If you have received an ATM or Debit MasterCard (referred to collectively as Card) from us for the type of terminal transfers noted previously, the following provisions are applicable:

Your Card can be used at any AUTOMATED TELLER MACHINE terminals that are located on our premises or at one of the networks noted later in this Agreement. You may use your Card to purchase goods and services from merchants who have arranged to accept your Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as a part of your purchase. Purchases made with your Card, including any purchase where you receive cash, are referred to as point of sale transactions and will cause your checking account to be debited for the amount of the purchase. In order to assist us in maintaining the security of your account and the terminals, the Card remains our property and may be revoked or canceled at any time without prior notice. You agree not to use your Card for a transaction that would

cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you do agree to pay us the amount of the improper withdrawal or transfer upon request. The Card may be used with your Personal Identification Number ("PIN"), which is used to identify you as an authorized user of the Card. (Exception: Some MasterCard participating merchants do not have the equipment for you to utilize your PIN for Debit MasterCard transactions and may utilize your signature and ID for verification.) Since the PIN is used for identification purposes, you will agree to notify us immediately if the Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use the Card. Further, you agree not to write the PIN on the Card or on any item kept with the Card.

The security of your account depends upon you maintaining possession of your Card and the secrecy of your PIN. Besides being able to use your electronic fund transfer Card at AUTOMATED TELLER MACHINE terminals located on our premises, you may access your accounts at the following network logos: American Express, Cirrus, CO-OP Network, Maestro, MasterCard, NYCE, Plus, STAR, and Visa. If you have a MasterCard Debit card you may also access your accounts through an AUTOMATED TELLER MACHINE displaying the Maestro network logo.

**Tell us AT ONCE** if you believe your card has been lost or stolen, 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 privilege amount.

**Debit MasterCard Cardholders – Member Liability:** You are responsible for all transactions you authorize using your Debit MasterCard. If you permit someone else to use your card, you are responsible for any transactions they authorize or conduct on any of your accounts. You will not be held responsible for unauthorized transactions made with your credit union-issued Debit MasterCard if you exercise reasonable care in safeguarding the card from risk of loss or theft and, upon becoming aware, promptly report the loss or theft to the credit union. Under Regulation E, you could have up to \$500 liability if the loss is not reported within two days of discovery. You may have unlimited liability if you do not report unauthorized transactions within 60 days of it being reported on a periodic statement.

Also, if your statement shows transfers you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60-days after the statement was mailed to you, you may not get back any money you lost after the 60-days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**CONTACT IN EVENT OF UNAUTHORIZED TRANSFER:** If you believe your card has been lost or stolen during regular business hours for Debit MasterCard, FAST audio response, and Internet Account Access, call (586) 772-6330 and ask for the Electronic Services Department. After business hours you must call 1-800-754-4128 (in the USA), 1-727-227-9012 (outside USA).

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your card without your permission.

**REVERSAL OF TRANSACTIONS:** We will reverse an EFT resulting from a point of sale transaction if you used your Card at a participating merchant, and re-credit your account for the full amount of the transfer if all of the following occur:

1. You provide us notice of having made a good faith attempt to seek redress and make an assurance to us of the return to the Participating Merchant or related goods in dispute, where returnable goods are involved.
2. The amount of the transaction is \$50.00 or more.
3. Within four (4) calendar days following the transaction, we receive from you during our normal business hours, a written or oral request for the reversal.
4. You verify the reverse order, notice and assurance in writing within fourteen (14) calendar days following oral notification, on a form to be provided by us for that purpose. If written verification is not furnished, we shall reinstate the original debits and credits involved in the transaction to the extent of the available account balance.

**BUSINESS DAYS:** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included. If you made a deposit before 12:00 a.m. on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit after 12 a.m. on a business day or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

**ELECTRONIC FUND TRANSFER SERVICES:** At the present time, the following types of electronic fund transfers to or from your account(s) in the Credit Union may be authorized:

*Transfers TO your account(s) (credits):*

- Deposit of payroll deductions from various employers that have agreed to send such deposits to us (contact us to see if your employer is one of them)
- Direct deposit of various governmental benefits
- Deposit(s) from any third party through the facilities of the Federal Reserve
- Automatic transfers to your account(s) from another person's account with us

**Transfers FROM your account(s) (debits):**

- Automatic deduction from your account of premiums for insurance coverage available to our members
- Payments of your house mortgage payments, insurance payments and utility bills, as well as other types of payments to third parties, through the facilities of the Federal Reserve
- Telephone bill payment services
- Automatic transfers from your account(s) to another person's account with us
- Automatic transfers from your account(s) to make payments on another person's loan owed to us

**AUTOMATED CLEARING HOUSE TRANSFER SERVICES:** We offer preauthorized EFT services through the Federal Reserve. We are able to electronically transfer funds from your account(s) to accounts at other financial institutions or receive funds electronically from other financial institutions for deposit to your account. Because you must authorize such transfers in advance, these transfers are called "Preauthorized Transfers." Some of the services offered as preauthorized transfers are direct deposit of payroll, social security and other government payments, and automatic bill payment services.

**AUTOMATED TELLER MACHINE (ATM) TRANSACTIONS:** If you have a Debit Card (which contains a MasterCard hologram); along with a Personal Identification Number (PIN), you can use it to make any or all of the following transactions at any participating automated teller machine networks. Some transactions listed below may not be available to all networks:

- Deposits to your regular share account, sub-share account, checking account, and Money Market
- Cash withdrawals from your checking account, regular share account, and Money Market
- Transfer of funds (non-cash) from your regular share account to your checking account; from your regular share or checking to loan payment(s)
- Verify balances in specified savings, checking, or loan accounts that you have with us (these are not "electronic fund transfers")

**POINT OF SALE TRANSACTIONS (P.O.S.):** Your Card may be used to purchase goods or services from merchants who have arranged to accept an ATM/Debit Card as a means of payments. If you have a Debit MasterCard, it may be used to purchase goods and services from MasterCard merchants. These merchants are collectively referred to as "Participating Merchants" and will display a logo or other symbol that identifies them as a merchant who will accept your card. Purchases made with our Card, including any purchases where you receive cash back, are referred to as "point of sale" transactions or "POS" transactions. A POS will cause your checking account to be debited for the amount of the purchase.

**TELEPHONE AUDIO RESPONSE SERVICES (FAST):** If you have an Access Code (PIN), you can also use it to make any and all of the following non-cash Electronic Fund Transfers using the Fast Access Audio Teller, (FAST), via a touch-tone phone:

- Check withdrawals (which will be mailed to your home) from your savings or checking account(s)
- Transfer an advance from your Line of Credit loan or Home Equity Line of Credit account
- Transfers between savings and checking account(s)
- Transfers to your Christmas Club and sub-savings account(s)
- Transfers from savings and checking account(s) to make a loan payment

In addition, you can use the Access Code to make any and all transactions (which are not electronic funds transfers) using the FAST audio response system via telephone. These include:

- Balance inquiries on your savings, checking, Money Market, Christmas Club, any sub-savings accounts,
- IRAs and/or Certificate of Deposit accounts
- Inquiries on loan balances, next loan payment due dates, amounts, and loan payoffs
- Inquiries about checks that have cleared your account
- Obtain a listing of your most recent transactions for any account(s)
- Change your Access Code

**SERVICE LIMITATIONS**

**MINIMUM BALANCE:** You must always maintain a minimum of \$5.00 in a Regular Share Account to be entitled to make "Electronic Fund Transfers" affecting your account. We reserve the right to increase the minimum balance requirement or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.

**LIMITATION ON NUMBER OF TRANSFERS:** We limit the number of transfers or withdrawals from your Split Rate Money Market account to another account or to a third party by preauthorized automatic or telephone transfer to six (6) per month or statement cycle.

**Limitations on dollar amounts of MasterCard Debit Card:**

- Using your Debit Card as an ATM Card - you may withdraw up to or use your ATM Card for point of sale transactions in an amount not exceeding \$500.00 per day.
- Debit MasterCard - you may withdraw up to \$500.00 in available funds from ATM terminals each day.
- Purchases with your MasterCard Debit Card are withdrawn from your CFCU checking account.

**CHARGES:** All charges related to electronic funds transfers are disclosed in a separate Fees and Rate Schedule.

**ATM FEES:** Per transfer charge: We will not charge you when using our AUTOMATED TELLER MACHINE, however, when you use an AUTOMATED TELLER MACHINE not owned by us, you may be charged a fee by the AUTOMATED TELLER MACHINE operator and us and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer (please see the Fee and Rate Schedule).

**INTERNET ACCOUNT ACCESS SERVICES:** If you use an Access Code for the Audio Response System (FAST), you can also use the same code for Internet Account Access, or you may select a unique and separate password. It can be used to make any and all of the following non-cash Electronic Fund Transfers using our U@Home Online Banking system via a personal computer with Internet access:

- Transfer an advance from your Line of Credit or Home Equity Line of Credit to a deposit account
- Transfers between your regular share, checking, Split Rate Money Market, Christmas Club and sub-savings accounts
- Check withdrawals (which will be mailed to your home) from your savings or checking account(s)
- Transfers from savings or checking to a loan payment
- Transfer funds to another financial institution using our EZ-In/EZ-Out service. Information available on CFCU website

In addition, you can use the Code to make any and all of the following transactions (which are not electronic funds transfers) using the U@Home Online Banking system via a personal computer with Internet access:

- Inquire on balances and available balances in your regular share, checking, sub-savings accounts, Money Market, Christmas Club, IRAs, and/or Certificate of Deposit accounts
- Inquire on loan balances, next loan payment due dates, amounts, and loan payoffs
- Obtain a history for any account(s)
- Change your Access Code
- Export your history to Excel, or other financial management software

**TRANSACTION LIMITATIONS:** At this time there are no limits on the number of transactions you may make through the U@Home Online Banking system.

**EXCLUDED TRANSACTIONS:** We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of the services do not constitute Electronic Fund Transfers for the purpose of this Agreement, such as, automatic transfers from your account(s) to pay your loan(s) owed to us and automatic transfers between your own accounts in the credit union. The terms and conditions of the Agreement only apply to those services that are Electronic Fund transfers as described above.

**DISCONTINUANCE OF ADDITIONAL SERVICES:** You have informed us which of these electronic fund transfer services you want to use. You can discontinue use of any such service whenever you want to. If you begin using a different electronic fund transfer service after receipt of this Agreement, we must be notified of the account(s) to be affected. We may make additional types of Electronic Fund Transfer services available in the future. We may also discontinue one or more of our electronic funds transfer services, but if we do that, we will give you at least 21 days advance notice in writing.

**HEALTH SAVINGS ACCOUNTS (HSA):** We permit you (as described below) to access your CFCU Health Savings Account with this card. This service is offered to our members for the convenience of managing and accessing your HSA. Accessing your HSA electronically may cause some tax concerns. For example, getting additional cash with an HSA debit card transaction may raise some issues. Before accessing your HSA electronically make sure you are using the correct

card. It is your responsibility to ensure the contributions, distributions, and other actions related to your HSA comply with applicable laws.

The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you at the time of opening your HSA. In the event of a conflict, the terms of the HSA Agreement will prevail. You understand that your Health Savings Account is intended for the sole purpose of paying qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from the use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. In addition, we are not responsible for ensuring your eligibility for making contributions or if your distributions/withdrawals are used for payment or reimbursement of any qualified medical expenses. Refer to your Health Savings Account Agreement for more information relating to the use of your HSA.

## DOCUMENTATION OF TRANSFERS

**TERMINAL TRANSFERS:** You will get a receipt at the time you make any EFT transaction (unless you request otherwise) to or from your account to an ATM terminal or with a Participating Merchant.

**PREAUTHORIZED CREDITS:** 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 call or write us to find out whether or not the preauthorized deposit has been made to your account at the telephone number and address appearing on your periodic statement or as shown on this Agreement.

**ELECTRONIC CHECK CONVERSION:** There may be times that you make a purchase of an item from a retailer either in person or over the telephone. There may be times that you make loan payments over the telephone. The retailer or the company that you are making the payment to will ask you for certain information that appears on one of your checks, including the name of the credit union, the check number, and the encoded numbers at the bottom of your check. The retailer or the company that you are making your payment to will then withdraw the authorized funds from your checking account. This process is known as an "Electronic Check Conversion." Electronic Check Conversions are transactions that are regulated by the Electronic Funds Transfer Act.

**PERIODIC STATEMENTS:** You will receive a monthly account statement that will reflect each transaction to your account and any related charges. You agree to review your statement within sixty (60) days of receipt. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

- If your preauthorized transfer/ATM terminal transaction affects your checking account, these transactions will be noted on your monthly statement.
- If your preauthorized transfer/ATM terminal transaction affects your share account, you will receive a monthly statement unless there were no transactions in a particular month, in which case you would receive your normal quarterly statement.

**DISCLOSURE OF ACCOUNT INFORMATION:** We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers; or
2. To verify the existence and condition of your account for a third party, such as a credit-reporting agency or merchant; or
3. In order to comply with government agency or court orders; or
4. If we return checks on your account drawn on insufficient funds; or
5. If you give us your written permission.

**CFCU'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, there are some exceptions. We, CFCU, will not be liable:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over your overdraft privilege limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire, flood, system malfunction) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.



**ERROR RESOLUTION:** In case of errors or questions about your electronic transfers, telephone us at (586) 772-6330 or write us at CFCU Attn: Electronic Services Department, 18441 Utica Rd., Roseville, MI 48066 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement receipt. Again, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and the account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you believe 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 ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point of sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you believe is in error. If our research reveals there was no error, we will send you a written explanation within 3 days after completing our investigation. You may ask for copies of the documents that we used in our investigation. If we have credited your account for the amount in question, you are liable for the immediate return of the funds to us.

**CLEARING OF DEPOSITS:** Deposits made at an ATM whether in cash, check, draft or money order are subject to our Funds Availability Policy, which has either been provided to you at the time of opening the account or has been mailed to you. If you do not have a copy of our Funds Availability Policy, please contact us and we will make a copy available to you.

**CREDITING PAYMENTS:** Payments made at ATMs whether in cash, check, draft or money order are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.

**RESPONSIBILITY FOR OVERDRAFT:** If an EFT transaction creates an overdraft in one of your account(s), the overdraft amount is due and payable the moment you complete the transaction and you agree to pay the full amount of it to us, together with the service charge, if applicable. You also authorize us, in such a case, to apply from any other account with the Credit Union such amount as is necessary to pay the overdraft amount and service charge. If you have overdraft protection on your checking account, we will advance the funds as necessary to the account to cover an EFT transaction to the extent there is credit available in a share account, on the overdraft protection Line of Credit account, or if courtesy pay overdraft coverage is available, (pending you have opted-in for this coverage).

#### **YOUR RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS:** If you have told us in advance to make regular payments out of your accounts, you can stop any of these payments. Here is how you can stop any of these payments:

**CALL US AT:** (586) 772-6330, or

**WRITE US AT:** Christian Financial Credit Union, 18441 Utica Road, Roseville, MI 48066

Contact us (Attn: Accounting Department) in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. The fee for handling such stop payment orders is disclosed in the Fee and Rate Schedule.

**NOTICE OF VARYING AMOUNTS:** If regular payments vary in amount, the person or company you are going to pay should notify 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 TRANSFER:** If you order us to stop one of these payments 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.

#### **FUNDS AVAILABILITY POLICY FOR ACH DEPOSITS SUBJECT TO ARTICLE UCC4A**

Christian Financial Credit Union accepts credit entries containing the Standard Entry Class Codes Cash Concentration Disbursement (CCD) and Corporate Trade Exchange (CTX). Because these transactions are subject to Article UCC4A, the availability of funds is different for these types of transactions versus consumer transactions, therefore, the following conditions apply: Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which is applicable to the ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will notify you of the receipt of payments in the periodic statements we provide to you. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Michigan as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**ACCOUNT CHARGES:** There is no initial charge to issue the initial MasterCard Debit card and PIN. Additional cards and replacement cards will be issued at a nominal charge. There is no Annual Fee for our MasterCard Debit card. Please refer to the Fee and Rate Schedule for a complete list of fees that may be assessed to your account.

Debit card transactions will be charged to your account. With the PIN the card may be used at any ATM machine displaying the MasterCard logo. Please refer to the Fee and Rate Schedule for all fees applicable to your Debit card.

**LIMITATIONS ON NUMBER OF TRANSFERS:** We limit the number of transfers from your Money Market account to another account or to a third party by preauthorized automatic or telephone transfers to six (6) per month or statement cycle.

### RIGHTS AND RESPONSIBILITIES

#### **NOTIFICATION OF REGULATORY AUTHORITIES:**

Federal and State of Michigan law governs this Agreement and the EFT services provided in this Agreement.

State of Michigan Credit Union Division  
Office of Financial Insurance Regulations  
333 S. Capitol, Suite A  
P.O. Box 30224  
Lansing, MI 48909-0224

Or

National Credit Union Administration  
9 Washington Square  
Washington Avenue Extension  
Albany, NY 12205

### **WIRE TRANSFER AGREEMENT**

The following rules shall apply to all wire transfer services provided by Christian Financial Credit Union. As used in the Wire Transfer Request Agreement, the words "I", "us", or "our" shall apply to and mean "Christian Financial Credit Union". The words "you" and "your" shall apply to and mean the member who has requested or utilized the wire transfer services stated herein. This Wire Transfer Agreement supersedes any inconsistent terms contained in Christian Financial Credit Union's member account agreements and any previous Wire Transfer Notice and/or Agreements.

Any accountholder/owner on an account will have authorization to perform wire transfer transactions provided the security procedures listed in this agreement are followed.