

The following disclosures set forth your and our rights and responsibilities concerning electronic fund transfers. Electronic fund transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options including online account access, direct deposits, automated teller machines (ATMs), ATM or Debit Card ("Card"), and audio response system (U.S. 24 Telephone Teller) services.

## 1. EFT Services

### a. Automated Teller Machines ("ATMs").

You may use your Card and personal identification number (PIN) in ATMs of the Credit Union, the Alliance One, Nyce and Co-Op networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.

### b. Point of Sale Transactions.

You can use your Card to make point of sale (POS) transactions to purchase goods or services at POS terminals that bear participating network logos.

### c. 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 of federal recurring payments, such as Social Security, to your share or checking account. You may also receive preauthorized transfers from another member's account with the Credit Union.

### d. Pre-authorized Debits.

You may make periodic direct withdrawals from your share or checking 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.

### e. U.S. Telephone Teller.

If we approve your application for telephone access to your accounts under the U.S. Telephone Teller service, you may use a telephone to access your account by calling (989) 777-3620 or toll free (800) 772-8728. You must use your PIN along with your account number to access your accounts. At the present time you may use the U.S. Telephone Teller service to:

- Withdraw funds from your savings, checking and Money Maker, and Special Savings accounts.
- Transfer funds from your savings, checking, Money Maker, and Special Savings accounts.
- Obtain balance information for your savings, checking, loan, Club, certificate, Money Maker, and Special Savings accounts.
- Make loan payments from your savings, loan, Money Maker, and Special Savings accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.

- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

### f. Virtual Branch.

If we approve your application for the online account access, you may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet (World Wide Web). The online address for online access services is [www.unitedfinancialcu.org](http://www.unitedfinancialcu.org). You are responsible for the installation, maintenance and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use the online service to:

- Withdraw funds from your savings, Money Maker, and Special Savings accounts.
- Transfer funds from your checking accounts.
- Obtain balance information for your savings, checking, loan, Club, certificate, Money Maker, and Special Savings accounts.
- Make loan payments from your checking accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Transactions involving your share accounts will be subject to your Member Service Agreement and transactions involving a loan account will be subject to the loan agreement(s) for the applicable loan.

### g. Debit Card.

You may use your Debit Card to purchase goods and services any place MasterCard is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to any overdraft protection plan, or may terminate all services under this Member Service Agreement.

### h. Electronic Check Transaction.

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases, pay bills, or pay other obligations ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant's right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4. You remain responsible for

notifying us of any unauthorized electronic check transaction shown on your statement.

## 2. Service Limitations

### a. Automated Teller Machines.

**i. Withdrawals.** Cash withdrawals from ATMs can be made up to ten (10) in any one (1) day (in combination with POS transactions). You may withdraw up to a maximum of \$500 in any one (1) day (in combination with POS transactions), if there are sufficient funds in your account. For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.

**ii. POS Transactions.** You may make ten (10) POS transactions in any one (1) day. You may purchase up to a maximum of \$2,500 from POS terminals (and ATMs) per day, if there are sufficient funds in your account. The maximum ATM withdrawals and POS transactions combined per day is \$2,500. The maximum number of ATM withdrawals and POS transactions combined per day is ten (10). 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.

**iii. Transfers.** You may transfer up to the available balance in your accounts at the time of the transfer.

### b. U.S. 24 Telephone Teller.

Your accounts can be accessed under U.S. 24 Telephone Teller via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. U.S. 24 Telephone Teller will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves 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.

### c. Virtual Branch Service.

**i. Transfers.** You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a Savings Plus, Christmas Club, Money Maker, or Special Savings account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**ii. Account Information.** The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

**iii. 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 a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire

in fourteen (14) days unless confirmed in writing in accordance with your Member Service Agreement. Contact the Credit Union immediately regarding an unauthorized transaction or stop payment request.

### d. Debit Card.

You may make ten (10) Debit Card purchases per day. The purchase amounts are limited to the amount in your account. You may purchase up to a maximum of \$2,500 per day. You may make ten (10) cash withdrawals in any one (1) day from an ATM machine. You may withdraw up to a maximum of \$500 in any one (1) day from an ATM machine, if there are sufficient funds in your account. You may make ten (10) POS transactions in one day. You may purchase up to a maximum of \$2,500 from POS terminals per day, if there are sufficient funds in your account. The maximum purchase, ATM withdrawals, and POS transactions combined limit per day is \$2,500. The maximum number of purchases, ATM withdrawals, and POS transactions combined limit per day is ten (10). For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the Debit Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of your Card and Account are subject to the following conditions:

**i. 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 in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

**ii. 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. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

**iii. Currency Conversion; International Transaction Fee.** Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by MasterCard, 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 up to 1% of the transaction amount for any card transaction made in a foreign country.

## 3. Security of Personal Identification Number

The personal identification number or PIN is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safe-

keeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that person may use the U.S. 24 Telephone Teller online services, or check card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of these PINs and the Credit Union suffers a loss, we may terminate your electronic fund transfer and account services immediately.

#### 4. Member Liability

You are responsible for all transfers you authorize using your EFT services under this Member Service Agreement. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or PIN and accessed your accounts without your authority, 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. 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. If you believe that someone has used your Card or PIN without your permission or you have lost your Card, call: 989-777-3620 during business hours, toll free at 800-772-8728 during business hours, and/or [www.unitedfinancialcu.org](http://www.unitedfinancialcu.org), or write: United Financial Credit Union, P.O. Box 6430, Saginaw, MI 48608.

#### 5. Fees and Charges

There are certain charges for the EFT services as set forth on the Rate and Fee Disclosures. 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 or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

#### 6. Credit Union Liability for Failure to Make Transactions

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 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 (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), 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 services, 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 account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfers.
- If your computer fails or malfunctions or if the Credit Union's online access system was not properly working and such problem should have been apparent when you attempted such transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication 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 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.
- 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.
- We may establish other exceptions in addition to those listed above.

#### 7. Termination of EFT Services

You agree that we may terminate this Member Service Agreement and your use of any EFT services, if you, or any authorized 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 identification code.

You or any other party to your account can terminate this Member Service Agreement 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 Member Service Agreement will not affect the rights and responsibilities of the par-

ties under this agreement for transactions initiated before termination.

## **8. Notices**

We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

## **9. ATM Safety Notice**

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) 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.
- 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 ATM 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 or code on your ATM card.
- Report all crimes to law enforcement officials immediately.