Electronic Fund Transfers Agreement and Disclosures

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDEES NECESSARY FEDERAL DISCLOSURE STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTIION 1693 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR MASTERCARD DEBIT CARD, OUR AUDIO RESPONSE SYSTEM (CU*TALK), OUR INTERNET ACCOUNT ACCESS SYSTEM (It's Me 247 ONLINE BANKING WITH THE It's Me 247 BILL PAYMENT FEATURE) OUR MOBILE INTERNET ACCOUNT SYSTEM (It's Me 247 MOBILE APP) OUR TEXT BANKING FEATURE (It's Me 247 TEXT BANKING) EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").

EFT SERVICES AVAILABLE

Indicated below are types of Electronic Funds Transfers (EFTs) we are capable of handling, some of which may not apply to your account. Please read this EFT Disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this disclosure for future reference. We do require you to maintain a minimum balance, your share in the Credit Union, in your Prime Share Savings Account of $5.00 as a condition of using an access device (card or code) to accomplish a transfer. We do not require you to maintain a minimum balance in any other account.

Security of Access Code. You may use one or more access codes with your electronic funds 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 any Card to which they relate. 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.

Electronic Funds Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when a merchant posts a sign informing you of its policy. In all cases, the transaction will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

> **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your Checking or Share Account(s). We reserve the right to reject or return any ACH Direct Deposit that comes into an account when the name on the deposit does not match the name of the owner or a joint owner of the account.
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> **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your Checking Account. If these regular payments vary in amount, the person you are going to pay will tell you, 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.)
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> **Electronic check or draft conversion.** You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check or draft by other means such as by mail or drop box.

Note that some merchants or service providers will initiate an electronic funds transfer to collect the amount of a check or draft and a returned check/draft charge in the event a check or draft, even if originally presented in paper form, is returned for insufficient funds.

CU*TALK AUDIO RESPONSE. Through CU*TALK Audio Response, you may access your accounts using a touch tone telephone, 24-hours a day at: **1-800-860-5704.**

- Transfer funds between selected accounts
- Receive balance information on selected accounts
- Get information about:
  - loan rates and dividend rates
  - Credit Union office hours and branch locations

It's Me 247 ONLINE BANKING and It's Me 247 MOBILE APP require a password along with your account number or user name to access your account. At the present time, you may use It's Me 247 ONLINE BANKING to:

- Transfer funds from selected accounts.
- Obtain balance information for selected accounts.
- Make loan payments from your Share and Checking accounts.
- Make bill payments to preauthorized creditors.
- Apply for a loan.
- Access e-statements.
- View cleared checks.
- E-mail messages to us.
- Make Visa Credit Card payments.
- Remotely deposit checks

It's ME 247 Bill Payment. If you have signed up for It's Me 247 Online Banking and our online bill payment service, it will be added to the services available for your Checking account and you will be able to schedule withdrawals from your Checking account to be sent to third parties. All transactions are limited to available funds in your Checking account plus any available Share backup for your Checking account. Your use of our online bill payment service is in addition governed by a separate agreement and disclosure which will be provided to you when you sign up and are approved for the service unless it has been provided to you earlier. You should allow at least five (5) business days from the date payments is scheduled for such payments to be delivered to payees. "Business Days" as used in this Agreement shall mean Monday through Friday of each week exclusive of Saturday, Sunday, and bank holidays. Your accounts can be accessed through Online Banking. Online banking will be available for your convenience twenty-four (24) hours per day (unless product is undergoing updates or repairs). This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction that 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 after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access. There is no limit to the number of inquiries, transfers, or withdrawal request you may make in any one day. See below for transfer limitations that may apply to these transactions.

It's Me 247 TEXT BANKING. Through It's Me 247 Text Banking you can:

- Transfer funds from selected accounts.
- Send a text message command to receive text message replies regarding the balance of your eligible accounts.
- Enroll In e-Alerts and receive notices regarding account balance, deposits, withdrawals or when a payment is due

Automated Teller Machine (ATM) Transactions. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Deposit to Checking or Share accounts
- Withdraw from Checking, Share or Line of Credit (LOC) accounts
- Transfer funds between selected accounts
- Receive Balance information on selected accounts

You may make no more than 15 transactions (deposits, withdrawals, transfers and inquiries) per 24 hours. For security purposes, there are other limits on 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. See below for transfer limitations that may apply to these transactions.

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, further information may be found on the funds availability disclosure.

Your Option to Limit Cash Withdrawals. In addition to dollar amount limitations for withdrawals using your ATM card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM card and/or code to $50.00 per day.

Point-of-Sale Transactions (ATM Card). You may access your Checking Account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution. You may not exceed $1,010.00 in transactions per day (combined with ATM transactions).

Debit MasterCard Transactions. Using your Debit MasterCard You may access your Checking Account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and for any transaction that a participating merchant will accept. You may not exceed $2,500 in transactions per day.

CONDITIONS OF EFT SERVICES

Transaction Limitations. For your ATM card and your Debit MasterCard combined you may not exceed either 5 transactions per 24 hours or $510 in in withdrawal transactions per 24 hours. For your Debit MasterCard, a different dollar transaction limit for transactions other than withdrawals may be disclosed in writing at card issuance; otherwise, the limitations described in the previous two sentences also applies to such transactions. Debit MasterCard Point of Sale (POS) transactions are permitted from your Checking Account only. In addition, except for your Checking Account, no transfer or withdrawal request from an account by electronic fund transfer will be honored if earlier in the same calendar month six (6) transfers or withdrawals from the account by means of a preauthorized or automatic transfer or telephonic agreement, order or instruction or other form of electronic funds transfer have already been made. We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least twenty-one (21) days' notice before doing so.

Merchants. Merchants and others who honor your ATM Card or Debit MasterCard may give credit electronically for returns or adjustments. They will do so by initiating a credit to us, and your account will be credited. We are not responsible or liable for the refusal of any merchant, financial institution, or electronic terminal to honor your card, complete a withdrawal from your account or for its retention of your card even if funds are available.

Foreign Transactions and Currency Conversion. If you effect a transaction with your Debit MasterCard in a currency other than U.S. Dollars, MasterCard will convert the charge into a U.S. Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date the transaction occurred or the date the transaction was posted to your account.

Advisory Against Illegal Use and/or Use for Online/Internet Gambling. You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. You further agree that you will not use your card(s) for any type of online or internet gambling, even if such gambling activity is legal. You agree that we will not be liable for failing to authorize such transactions. We reserve the right to deny certain transactions for any reason, in our sole discretion, including suspected fraudulent/unlawful activity, online/internet gambling or any indication of increased risk related to the transaction or your account(s). If we detect unusual or suspicious activity, we may suspend your card privileges until we can verify the activity, or we may close the account.

Responsibility for Overdraft. Unless an overdraft is governed by a separate contractual relationship with us, if any authorized electronic funds transfer creates an overdraft in your Share and/or Checking Account(s), the overdrawn amount is due and payable the moment the overdraft occurs. You agree to pay the full amount by which the account is overdrawn together with any applicable fees upon our demand. In addition, you also authorize us, in such a case, to apply from any other shares or deposits you have in the Credit Union such amounts as are necessary to repay the overdrawn amount and any applicable fees; however, we may not make such a transfer from an Individual Retirement Account or other account permitting tax deferrals or providing other tax benefits under state or federal law.

FEES

We may charge you fees for electronic funds transfers as set forth in this EFT Disclosure or as set forth in our Fee Schedule. We reserve the right to amend the fees from time to time upon thirty (30) days prior written notice. In addition, if you use an ATM or other terminal not owned by us to complete a transaction or make a balance inquiry, the owner of that ATM or network may charge you a fee.

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using automated teller machines (ATMs) or point-of-sale (POS) terminals. Note that receipts may not be available for some small POS transactions.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 231-946-6655 or 800-207-9780 (during business hours) or 800- 860-5704 (CU*TALK Audio Response - 24 hours) to find out whether or not the deposit has been made.

Periodic Statements. You will get a monthly account statement from us for your share draft accounts. You will get a monthly account statement from us for your Share accounts, unless there are no electronic funds transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS - RIGHT TO STOP PAYMENT

If You want to stop any preauthorized payments, call us at (231) 946-6655, or write to us at 3797 Veterans Dr. Traverse City, MI 49684 in time for us to receive your stop payment request three (3) business days or more before the payment is scheduled to be made, fees may apply. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. To be sure that a third party does not bill you again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

To ensure that recurring preauthorized charges established and authorized by you are not interrupted in the event that your card or other access device is reissued, we may, but are under no obligation to do so, enroll your account in automatic account information update services that communicate new card/access device information to the service providers with whom you have established preauthorized recurring charges, the purpose of which is to ensure charges you authorize continue without interruption.

CREDIT UNION'S LIABILITY

Liability for failure to make transfers. If we do not properly complete a transaction to or from your account according to this agreement, we will be liable for your losses or damages. However, we will not be liable if: (a) your account does not contain enough available funds to make the transaction through no fault of ours; (b) the ATM where you are making the transfer does not have enough cash; (c) the terminal was not working properly and you knew about the breakdown when you started the transaction; (d) circumstances beyond our control prevent the transaction despite reasonable precautions that we have taken; (e) your card is retrieved or retained by an ATM; (f) your card or PIN has been reported lost or stolen and we have blocked the Account; (g) the money in your account is subject to legal process or other claim; (h) there are other lawful exceptions established by us and you are given proper advance notice of them; (i) you exceed any limits on your account: and (j) the Mastercard network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network.

CONFIDENTIALITY

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

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

NOTICES

All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at the address specified in this EFT Disclosure.

AMENDMENTS

We reserve the right to amend this EFT Disclosure in any manner and at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. Where required by law, we will give you at least twenty-one (21) days advance written notice. You agree that we may amend or modify this EFT disclosure without notice if an immediate change is necessary to maintain or restore the security of our account arrangements or of any account.

TERMINATION OF ELECTRONICS FUND TRANSFER SERVICES

You may terminate any EFT service involving one or more cards under this EFT Disclosure at any time by notifying us in writing and stopping your use of your card(s) and any access code. You may terminate this EFT Disclosure in its entirety only by terminating all electronic funds services, meaning we will no longer accept any electronic transaction including but not limited to automatic deposits. Upon termination (by either you or us), you agree to return all cards to the credit union or destroy the cards upon request of the credit union. You also agree to notify any participating merchants that the authority to make bill payment transfers has been revoked. We may also terminate this EFT Disclosure at any time by notifying you orally or in writing at your last known address on file with us. If we terminate this EFT Disclosure, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this EFT Disclosure has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our software not to accept your card(s) or access code for any EFT service. Whether you or the credit union terminate this EFT Disclosure, the termination will not affect your obligations under this EFT Disclosure or any electronic funds transfers made prior to termination.

REGULATORY AUTHORITY

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the National Credit Union Administration, 1775 Duke Street, Alexandria, VA 22314.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

LIABILITY FOR UNAUTHORIZED USE. Telephone us at once at (231) 946-6655 or 800-207-9780 (Business Hours only) for a lost or stolen Debit MasterCard call 1-888- 241-2510 at any time, or write to us at 3797 Veterans Dr. Traverse City, MI 49694 if you believe your card or PIN have been lost or stolen or if you believe that an electronic funds 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 of the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss or theft of your card or PIN, you can lose no more than $50.00 if someone uses your card or PIN without your permission. If you fail to tell us within two, (2) business days after you learn of the loss or theft of your card or PIN and we can prove that we could have stopped someone from using your card or PIN without your permission if you had told us, then you could lose as much as $500.00. Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, you will 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 valid reason (such as a long trip or hospital stay) keeps you from giving us notice, we will extend the time periods. Exception: you will have no liability for unauthorized use of your Debit Mastercard as long as you report the loss or theft of your Debit Mastercard within two business days. **These exceptions do not apply to: (a) transactions that originate at an ATM; or (b) transactions that originate from your gross negligence; or (c) transactions that originate from your fraudulent use of your Debit Mastercard; or (d) transactions processed through non-Mastercard networks without cardholder PIN validation.**

REVERSAL OF AN ELECTRONIC FUNDS TRANSFER. We will reverse an electronic funds transfer initiated by you to a third party in payment for goods or services and recredit your account for the full amount of the transfer if all of the following occur:

1) You notify us that you have made a good faith attempt to resolve your dispute with the third party and assure us that you have returned the goods in dispute to the third party where returnable goods are involved. This does not imply that reversibility applies only to goods.

2) The amount of the transfer is $50.00 or more.

3) Within four calendar days following the transaction, we receive from you during our normal business hours a written or oral request for reversal.

4) You verify the reverse order, notice and assurance in writing within 14 days following oral notification, on a form we provide for that purpose. If you do not furnish written verification, we will reinstate the original debits and credits involved in the transaction to the extent of the available account balance.

For purpose of this paragraph, normal business hours mean that part of any day we are open to the public for carrying on substantially all of our business functions.

ERROR RESOLUTION NOTICE

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC FUNDS TRANSFERS. Telephone Us at (231) 946-6655 or 800-207-9780 (Business Hours only) or write us at 3797 Veterans Dr. Traverse City, MI 49694 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we send you the first statement on which the problem or error appeared with pertinent information:

(1) Tell us your name and 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 ten, (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 forty-five, (45) days to investigate your complaint or question. If we decide to do this, we will 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 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 credit your account for the amount you think is in error. We will tell you the results within three, (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

BUSINESS DAYS

For Credit Union purposes under this EFT Disclosure, business days are Monday through Friday except: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Our offices may be closed at our discretion on days other than those listed here.

Please check our web site at www.tcfedcu.org, call 231-946-6655 or 800-207-9780 to see if any changes have been made since this document was provided to you.