

Call or write us at the telephone number or address listed in this EFT Disclosure in time for us to receive your request 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 14 days after you call.

We will charge you a fee as set forth in our Fee Schedule for each stop-payment order you give.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 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.

#### CREDIT UNION'S LIABILITY

**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 will not be liable, for instance:

- If, through no faults of ours, you do not have enough money in your account or back up accounts to make the transfer, if any funds in your accounts necessary to complete the transfer are held as uncollected funds or pursuant to our Funds Availability Policy, or if any funds in your accounts necessary to complete the transaction are held subject to legal process or other claim.
- If you used your card or access code in an incorrect manner, or after your right to use your card or access code has been cancelled.
- If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- If the ATM or other terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If funds in your account necessary to complete the transaction are pledged as collateral, are frozen, or offset because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the transfer is not completed as a result of your negligent use of your card, access code, or any EFT facility for making such transfer.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you knew of should have known about the breakdown when you started the transaction.
- If a law or regulation prevents us from completing the transaction.
- If any other exception as established by us and communicated to you applies.

#### 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 ELECTRONIC 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 computer 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 fund 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, Region 1 - Albany, 9 Washington Square, Washington Avenue Extension, Albany, NY 12205.

#### YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your card and/or code has been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. For Debit MasterCard<sup>®</sup>s only, call the 24 hour service number immediately at 1-888-241-2510; otherwise call the number shown below. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account and in any backup account. If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.)

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, 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 60 days if we can prove that we could have stopped someone from taking the money if you told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

*Additional Limits on Liability for Debit MasterCard, when used for point-of-sale transactions:* You will not be liable for any unauthorized transactions using your Debit MasterCard, when used for point-of-sale transactions, if: (i) you report the loss or theft of your card within a reasonable time period, (ii) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (iii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iv) your accounts is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor or services obtained by us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard.

Contact in event of unauthorized transfer: If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the following telephone number or address:

TRAVERSE CATHOLIC  
FEDERAL CREDIT UNION  
3797 Veterans Drive  
Traverse City, MI 49684

Phone: 231-946-6655 OR 800-207-9780  
(Business Hours only)

For lost or stolen Debit MasterCard<sup>®</sup>s call  
1-888-241-2510 at any time

#### ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, 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 or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any)
- 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.
- 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account open at least 30 days with us before the account is opened.

We will tell you the results within three 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 by contacting us at the phone number or address shown above.

#### BUSINESS DAYS

For Credit Union purposes under this EFT Disclosure, business days are Monday through Saturday 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](http://www.tcfedcu.org) or call 231-946-6655 or 800-207-9780 to see if any changes have been made since this document was provided to you.



# Electronic Fund Transfer Agreement

## Your Rights and Responsibilities

This agreement is between the Credit Union Member (designated as "you, your") and Traverse Catholic Federal Credit Union (designated as "we, us, our").

This 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. Please keep this Agreement for future reference.

Revised 5/2017

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## Electronic Fund Transfers Agreement and Disclosures

This Electronic Fund Transfers Agreement and Disclosures contains additional Agreement provisions setting forth your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by Traverse Catholic Federal Credit Union. This Electronic Fund Transfers Agreement and Disclosures will be referred to herein as "EFT Disclosure." By signing an application for EFT services, signing any card we issue to you, or by using any services covered by this EFT Disclosure, you agree to the terms and conditions in this EFT Disclosure and any amendments for the EFT services offered. The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this EFT Disclosure. The EFT Disclosure may be supplemented by other agreements, such as those related to home banking or remote depositing of checks.

Your Share Accounts, your Checking Account, and your Christmas Club Account can be subject to some kind of EFT service. The word "account" will refer, as applicable, to any account that can be subject to some sort of EFT service. Our "business days" for purposes of this EFT Disclosure are Monday through Friday, except for legal holidays, as specified later in this EFT Disclosure.

### EFT SERVICES AVAILABLE

Indicated below are types of Electronic Fund 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 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 authoritly 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 Transfer 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 Clearinghouse (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 authorizations 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 Share, or Christmas Club 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.

**Preauthorized payments.** You may make arrangements to pay certain recurring bills from your Checking Account. If these regular payments may 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.)

**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 and CU@HOME-PC HOME BANKING - Types of Transfers.

Through CU\*Talk Audio Response, you may access your accounts using a touch tone telephone, 24-hours a day at: **1-800-860-5704**. On your home computer and modem, through CU\*@HOME-PC Home Banking, access your account information at [www.tcfedcu.org](http://www.tcfedcu.org). You may request setup instructions from any employee. Once you have entered one of these systems, you must input our credit union access code, your account number and your Personal Identification Number to do the following:

- Transfer funds from a Checking account to any other account with us except Certificate accounts
- Transfer funds from a Share account to any other account with us except Certificate accounts
- Transfer payments from Checking or Share accounts to loan accounts with us
- Get information about:
  - the balances on all accounts with us
  - the deposits to and withdrawals from all accounts with us from the beginning of the current month
  - balances due on loan accounts with us
  - loan rates and dividend rates
  - Credit Union office hours and branch locations
- Access our online bill pay program

**Automated Teller Machine (ATM) Transactions.** If approved, 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:

- Make deposits to Checking or Share accounts
- Get cash withdrawals from Checking or Share accounts
- Transfer funds from Share to Checking accounts
- Transfer funds from Checking to Share accounts
- Transfer funds from lines of credit to Checking accounts
- Transfer funds from Checking or Share to selected loan accounts with us
- Get information about:
  - the balance of your Checking accounts
  - the balance of your Share accounts
  - the balance of your loan accounts

You may make no more than 10 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 account at the time of 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.

**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.

**Home Banking.** If we approve the Home Banking for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time, you may use the Home Banking to:

- Transfer funds from your Share and Checking accounts.
- Obtain balance information for your Share, Checking, IRA and Certificate accounts.
- Make loan payments from your Share and Checking accounts. (With the exception of mortgage loans.)
- Access your Line of Credit account.
- 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.

**On-Line Bill Payment.** If you have signed up for Home Banking and we approve your application for our on-line bill payment services, this service 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 on-line 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 services unless it has been provided to you earlier. You should allow at least five (5) business days from the date payment 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 under the Home Banking via personal computer. Home Banking 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. 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.

**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 \$500.00 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.

**Reversing Electronic Fund Transfers.** If an "electronic fund transfer" described in this section was a payment of \$50.00 or more for goods or services, you have the right to require us to reserve such transfer and to re-credit your account with the full amount to the transfer if (1) you tell us, within 4 calendar days after the date of the transfer, to make such a reversal, (2) you notify us that you have a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned.

If you do these things in writing, you **MUST** send the letter to our address as set forth at the end of this EFT Disclosure.

If you phone us, you **MUST** call at the phone number as set forth at the end of this EFT Disclosure.

If you tell us orally that you want such a transfer reversed, you **MUST** send us a letter to confirm your reversal request, your notice of attempted resolution of the dispute, and your assurance to return any returnable goods involved. You are required to get this letter back to us within 14 calendar days after the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal request, and to increase such charges thereafter.

**Transaction Limitations.** For your ATM card and your Debit MasterCard combined you may not exceed either 10 transactions per 24 hours of \$510 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.** You agree not to use your card(s) for illegal gambling or other illegal purpose. 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.

**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 form 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 fund 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 fund transfers in a particular month. In any case, you will get a statement at least quarterly.

### PREAUTHORIZED PAYMENTS - RIGHT TO STOP PAYMENT

**Procedure.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: