

# Electronic Funds Transfer Agreement

**11. Confidentiality:** In general, you agree that we may disclose information to third parties about your account or the transfers that you make:

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

In addition, if you have a MasterCard debit card, you agree that we may provide your personal data, to the extent allowed by law, to MasterCard, its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services only.

**12. In Case of Errors or Questions About your “Electronic Funds Transfer;”**

**CALL:** 231-722-7285 or 877-574-2200  
*or WRITE us at:* Muskegon Federal Credit Union  
65 W. Laketon Ave., Muskegon, MI 49441

You must notify us 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.

- A. Tell us your name and account number, if any.
- B. 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.
- C. 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. In section 10 of this agreement, we list our business days.

We will tell you the results of our investigation 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\*\* business days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 if we do not receive it within 10 business days, we may not credit your account.

If we decide there was no error, we will send you a written explanation within three days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

\*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

\*\* If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 to investigate.

**13. Liability for Failure to Make “Electronic Funds Transfer”:** If we do not complete an “electronic funds transfer” as described in Section 4, to or from your accounts on time or in the correct amount according to our agreements 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 fault of ours, you do not have enough money in your account to make the transfer.
- If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan, to make the transfer.
- If funds in your account are subject to garnishment or other legal process.
- If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
- If the transfer would go over the credit limit on your overdraft line.
- If the AUTOMATED TELLER MACHINE where you made the transfer did not have cash.
- If circumstances beyond our control, such as fire or flood, prevent the transfer, despite reasonable precautions we have taken.

We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such “electronic funds transfer.”

**14. Regulatory Agency:** If you believe that we may have violated the Michigan Electronic Funds Transfer Act (Michigan Public Act No. 322 of 1978), you may contact:

**National Credit Union Administration, Region 1 – Albany  
9 Washington Square, Washington Avenue Extension  
Albany, NY 12205  
State of Michigan  
Department of Insurance and Financial Services  
P.O. Box 30224  
Lansing, MI 48909**

**15. Amendments/Termination:** We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances: however, in the specific cases mentioned earlier, we will give you at least 21 days advance written notice. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed.

**16. Location of Machines:** The number and location of AUTOMATED TELLER MACHINES is, of course, subject to change at any time. Network: Besides being able to use your electronic funds transfer card at ATM terminals, you may access your accounts at the following networks: CO-OP Network, NYCE, Cirrus and Star.

**17. Card Ownership:** All ATM/Debit Cards and PINS remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice.

**18. Secrecy of PIN:** If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM/Debit Card or on any item you keep with your card.

**19. Limitations on “Electronic Funds Transfer”:** There are no limitations on the number or dollar amount of deposits or payment transactions you may make at any AUTOMATED TELLER MACHINE during its 24-hour operating cycle. You must always maintain a minimum of \$5.00 in a Regular Share Account to be entitled to make “Electronic Funds Transfer” affecting your account. Please refer to our fee schedule for the fees associated when transactions have been made. To protect against possible losses, the limit when using your PIN is (ATM withdrawals included):

\$300.00 for an ATM Card during a 24-hour cycle.

\$500.00 for a Debit Card during a 24-hour cycle.

If the system is off line, withdrawals may be made up to \$50.00.

We reserve the right to change these limitations, and we will give you written notice at least 21 days in advance if the change is more restrictive.

As to transactions other than those made at an AUTOMATED TELLER MACHINE, there are no limitations as to how often you can make “electronic funds transfer” described in Section 4. Nor are there any restrictions as to the dollar amount of any one “electronic funds transfer.” We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so if the change is more restrictive.

**20. Crediting of Deposits and Payments:** Deposits or payments made in an AUTOMATED TELLER MACHINE whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments to share or share draft accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.

**21. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by MasterCard. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale market rate in effect one day prior to the transaction processing date, increased by up to one-percent, along with a cross-border assessment fee of up to one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**22. Member Liability:** You are responsible for all transactions you authorize using your electronic funds transfer services under this Agreement. If you permit someone else to use an electronic funds transfer service, your Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. If you believe that an electronic funds transfer has been made without your permission, telephoning is the best way of keeping your possible losses down.

You are not liable for an unauthorized MasterCard debit card transaction that was not conducted at an ATM if you can demonstrate that you exercised reasonable care in protecting your Card from loss or theft. The loss or theft must be promptly reported to us. Otherwise, your liability for an unauthorized MasterCard debit card transaction that was not conducted at an ATM will be no more than \$50. This provision does not apply to MasterCard debit cards issued on a business account.

For all other electronic funds transfer transactions, including transactions conducted at ATMs, your liability for unauthorized transactions is determined as follows: If you tell us within two (2) business days after you learn of the unauthorized transaction or loss/theft of your Card or PIN, you can lose no more than \$50. If you DO NOT tell us within two (2) business days after you learn of the unauthorized transaction or loss/theft of your Card or PIN, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500.00

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

**Notification of Lost/Stolen Card:** If you believe your ATM Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission:

**CALL:** 231-722-7285 or 877-574-2200  
*or WRITE us at:* Muskegon Federal Credit Union  
65 W. Laketon Ave., Muskegon, MI 49441  
**IMMEDIATELY**

If you believe your Debit MasterCard® or PIN has been lost or stolen:

**CALL:** Lost/Stolen card center 1-800-754-4128  
*or WRITE us at:* Muskegon Federal Credit Union  
65 W. Laketon Ave., Muskegon, MI 49441  
**IMMEDIATELY**

**23. Termination of Prior Agreements:** Upon your receipt hereof, this disclosure terminates and takes the place of any Automated Teller Machine Agreement previously furnished to you.

**TO APPLY FOR AN ATM/DEBIT CARD**

**CALL:** 231-722-7285 or 877-574-2200

**OR WRITE TO:**

Muskegon Federal Credit Union  
65 W. Laketon Ave., Muskegon, MI 49441

**24. Notice Regarding ATM Fees Charged by Others:** When you use an ATM that is not owned by us, you may be charged a fee by the ATM operator and/or by an automated transfer network.

**Effective Date:** The effective date of this Agreement is April 2018.

**Muskegon Federal Credit Union**

65 W. Laketon Ave.  
Muskegon, MI 49441

1700 Holton Rd.  
N. Muskegon, MI 49445

Muskegon Federal Credit Union offers you various electronic funds transfer services, made possible by our advanced electronic data processing system. We have also provided, and will provide from time to time, plastic AUTOMATED TELLER (ATM) or Debit MasterCard® (which are referred to throughout this disclosure as “ATM/Debit Cards” or simply “Cards”) to a certain number of our members. Sometimes two or more persons are furnished such cards relating to a single account in the Credit Union.

When a secret Personal Identification Number (“PIN”) is also provided to a member, the ATM/Debit Card and PIN can be used in any one of a number of AUTOMATED TELLER MACHINES to make “electronic funds transfer.” Transfers can be made to, from or between one or more accounts in the credit union. Simply follow the instructions at the machine.

This disclosure is furnished to you as a member of Muskegon Federal Credit Union. It meets the requirements of both the federal and Michigan statutes relating to “electronic funds transfer.” It also meets the requirements of the Regulation E (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such “electronic funds transfer” are made by use of an AUTOMATED TELLER MACHINE or in any other manner.

This disclosure is a contract. In this document, the document is sometimes referred to as “agreement” and sometimes referred to as “disclosure.” The terms and conditions set out here are binding on you and on us as to the making of such “electronic funds transfer” and the use of the ATM/Debit Card and PINs, in the following cases:

- A. If you use the account(s) covered by this disclosure after receipt of this agreement.
- B. If you already have an ATM/Debit Card and PIN provided by us and you use them to make such transactions after receipt of this agreement.
- C. If you ask us to provide you with a PIN and you thereafter use it, together with an ATM/Debit Card, to make such transactions.

In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to “electronic funds transfer,” and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, insofar as “over-the-counter” and other non-electronic transactions are concerned.

In this disclosure, “you” and “your” include the plural in cases where two or more persons have an interest in a single account affected by an “electronic funds transfer” service. “We” or “us” refer to Muskegon Federal Credit Union.

#### **THE FOLLOWING SECTIONS RELATE TO ALL “ELECTRONIC FUNDS TRANSFERS” AFFECTING YOUR ACCOUNT(S) WHETHER MADE BY USE OF AN ATM/DEBIT CARD OR OTHERWISE**

1. Accounts Affected: Each of the following-types of accounts in the credit union can be subject to some kind of “electronic funds transfer” service:

- Regular Share Account
- Share Draft Account
- Christmas Club
- Hi-Yield Account
- Sub Share Account

These types of accounts are sometimes referred to in this disclosure as “asset account(s)” or simply as your “account(s).” You have previously designated which of your account(s) you want to be subject to a particular type of electronic funds transfer service. You may change those instructions in the future, and we will follow your new wishes to the extent our electronic funds transfer programs permit at that time.

2. Account Agreements: The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.

3. Minimum Balance: You must always maintain a minimum of \$5.00 in a regular share account to be entitled to make, by use of AUTOMATED TELLER MACHINE or otherwise, “electronic funds transfer” affecting your account(s). PINs for use with ATM/Debit Cards will not be issued to members whose loan payments to us are delinquent. We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.

4. “Electronic Funds Transfer” Services: At the present time, you can authorize the following types of “electronic funds transfer” to or from your asset account(s) in the credit union.

**Transfers TO your account(s) (credits): note more detail in “Electronic Funds Transfer Initiated By Third Parties” section below:**

- Direct deposits from employers who have agreed to send such deposits to us.
- Direct deposit of various governmental benefits.
- Deposits from any third party through the Automated Clearinghouse (ACH) Network.
- Automatic transfers to your account(s) from another person’s account with us.
- Transfers from one of your accounts to another through the Credit Union’s It’s Me 247 Online Banking product.

**Transfers FROM your account(s) (debits): note more detail in “Electronic Funds Transfer Initiated By Third Parties” section below:**

- Payments of your house mortgage payments, insurance premiums and utility bills, as well as other types of payment to third parties, through the ACH Network and/or the Credit Union’s It’s Me 247 Online Banking Product.
- Automatic deduction from your account of premiums for insurance coverage available to our members.
- Automatic transfers from your account(s) to make payments on another person’s loan owing to us.

**Electronic Funds Transfer Initiated By Third Parties.** You may authorize a third party to initiate electronic funds transfer 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 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 transfer. 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 Share Draft, 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 Share Draft 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.)

#### **AUTOMATED TELLER MACHINE (ATM) Transactions:**

If you have an ATM/Debit Card along with a Personal Identification Number (PIN), you may use it to make any or all of the following transactions at an Automated Teller Machine.

- Deposits to your Regular Share account and Share Draft account.
- Cash withdrawals from your Share Draft account, and Regular Share account.
- Transfer of funds (non-cash) from your Regular Share account to your Share Draft account or from your Share Draft account to your Regular Share account.  
*(Some networks may not allow all transaction types.)*
- Verify balances in specified savings, share draft, or loan accounts that you have with us. (Those are not “electronic funds transfer.”) You may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

If you use an automated teller machine that is not operated by us you may be charged a fee by the operator of the machine and/or by an automated transfer network.

#### **Electronic Check Conversion:**

A transfer through an automated clearing house when you provide a check to certain merchants or other payees that enables the merchant or other payee to capture the routing, account and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic funds transfer, or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfer may be expressed in writing or implied, for example, by the posting of a sign. 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.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day you make/we receive your payment, and you will not receive your check back from us.

#### **Illegal Use:**

You understand and agree that you may not use any of our electronic funds transfer services for any illegal purpose.

#### **Point of Sale Transactions:**

Your ATM/Debit Card may be used to purchase goods or services from merchants who have arranged to accept an ATM/Debit Card as a means of payment. If you have an ATM/Debit Card, it may be used to purchase goods and services from certain merchants. These merchants are collectively referred to as “Participating Merchants” and will display a logo or other symbol which identifies them as a merchant who will accept your ATM/Debit Card. Purchases made with your ATM/Debit Card, including any purchases where you receive cash back, are referred to as “point of sale transactions” or “POS” transactions. A POS transaction will cause your share draft account to be debited for the amount of the purchase. Only share draft accounts may be used in connection with point of sale transactions performed with your ATM/Debit Card.

#### **Telephone Audio Response Services:**

You may also call the credit union and, upon furnishing the credit union with information to identify yourself, transfer money between your accounts, transfer from your account(s) to another person’s account within the credit union, and perform balance inquiries.

You have previously told us which of these electronic funds 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 funds 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 funds 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.

5. Excluded Transactions: We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute “electronic funds transfer” for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owing to us and automatic transfers between your own asset accounts in the credit union. The terms and conditions of this disclosure only apply to those services and transfers which are “electronic funds transfer” as described in Section 4; they do not apply to other transactions which, although electronic in nature, do not constitute “electronic funds transfer” described in that section.

6. Overdrafts. If a transaction is presented that, if paid, would result in an overdraft, we may reject it (unless we have contracted to the contrary) or pay it at our discretion. If you have not opted in to payment of overdraft ATM and one-time debit transactions, we generally will not pay them.

If we agree to authorize any transaction that would exceed your available account balance or available overdraft protection, you agree to pay the overdraft. If you have opted in to the credit union’s overdraft service for ATM and one-time Debit Card transactions, you also agree to pay overdraft charges in effect from time to time for each such transaction which causes your available account balance or available overdraft protection to be exceeded. For other types of overdrafts, you will be charged overdraft fees whether or not you have opted in.

You also authorize us to apply from any other share account, any amount necessary to pay such an overdraft. If the overdraft is created in your share draft account, (1) a transfer may be made from your other share account(s) to cover the overdraft, in accordance with your share draft account agreement with us, or (2) an advance on your line of credit loan account with us may be made to cover the overdraft, and you will pay that depending upon which form of overdraft protection you have selected.

7. Fees for “Electronic Fund Transfers”: We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing a new fee or increasing an existing one.

**Charges:** All charges related to electronic funds transfer are:

- A. ATM service charges: \$3.00 per transaction
- B. Cards will be issued at no charge to the member. Replacement cards and pins are \$5.00 each.
- C. Currency Conversion Assessment. Up to one percent of all transactions that are converted from foreign currencies to U.S. dollars.
- D. Cross-Border Assessment Fee. Up to one percent of all cross-border debit card transactions (excluding transactions initiated in U.S. territories or at U.S. military bases in foreign countries).

8. Electronic Collection of Returned Item Fees. If your payment is returned unpaid, you authorize us to make a one-time electronic funds transfer from your account to collect the fee disclosed in our fee schedule.

9. Documentation of Electronic Funds Transfer:

- A. You can get a transaction receipt at the time you make any transfer to, from, or between your account(s) using an AUTOMATED TELLER MACHINE, and each time you make a purchase using your ATM/Debit Card. Receipts may not be available for some small transactions.
- B. 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 or write us at the telephone number and address appearing on your periodic statement or as shown on this Agreement to find out whether or not the pre-authorized deposit has been made to your account.
- C. A statement will be available every month of each asset account to which you have authorized any “electronic funds transfer” service. If there has been no activity on the account, the statement will be available quarterly.

10. Your Right to Stop Payment of Pre-authorized Transfers: Rights and Procedures to Stop Payment: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here’s how:

**CALL:** 231-722-7285 or 877-574-2200

or **WRITE us at:** Muskegon Federal Credit Union  
65 W. Laketon Ave., Muskegon, MI 49441

This notice must be sent in time for us to receive your request 3 business days, or more, before the payment is scheduled to be made. If you call, you may be REQUIRED to put your request in writing.

Refer to our fee schedule for the stop payment fee. 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 or would fall outside certain limits that you set.

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.

**Business Day:** For the purposes of this Agreement, a “business day” is defined as Monday through Saturday, except federal holidays.