

Electronic Fund Transfers - Your Rights and Responsibilities

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated by Third Parties

You may authorize a third party to initiate electronic fund 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. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers 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 or withdrawal 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 fund 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 share draft or share savings account(s).

Preauthorized payments. You may make arrangements to pay certain recurring bills from your share draft or share savings account(s).

Electronic check or draft conversion - types of transfers - Your check or draft can result in an electronic funds transfer. This can happen in several ways. For example:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check or draft into an electronic funds transfer.
- At the time you offer a check or draft to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check or draft is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.
 - Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

Audio Response Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at 1-877-221-1092 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from share draft to share draft
- transfer funds from share draft to share savings

- transfer funds from share savings to share draft
- transfer funds from share savings to share savings
- transfer funds from line of credit to share draft
- transfer funds from line of credit to share savings
- make payments from share draft to loan accounts with us
- make payments from share savings to loan accounts with us
- get information about:
 - the account balance of share draft accounts
 - previous account activity on share draft accounts
 - the account balance of share savings accounts
 - previous account activity on share savings accounts

Your Option to Limit Cash Withdrawals

In addition to dollar amount limitations for withdrawals using your Instant Cash Card and Instant Cash & Check Card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your Instant Cash Card and Instant Cash & Check Card and/or code to \$50.00 per day or some other amount acceptable to us.

Instant Cash Card ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your Instant Cash Card or Instant Cash & Check Card and personal identification number, to:

- make deposits to share draft or share savings account(s) at ATMs we own or operate
- get cash withdrawals from share draft or share savings account(s)
- the dollar limit will be disclosed in writing at card issuance
- transfer funds from share savings to share draft account(s)
- transfer funds from share draft to share savings account(s)
- transfer funds from line of credit to share draft account(s)
- get information about:
 - the account balance of your share draft account(s)
 - the account balance of your share savings account(s)

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

Types of Instant Cash & Check Card Point-of-Sale Transactions - You may access your share draft account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transaction - dollar limitations - Using your card:

- the dollar limit will be disclosed in writing at card issuance

Currency Conversion. When you use your Instant Cash & Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a government-mandated rate or the wholesale market rate in effect the day before the processing date, increased by 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

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 card holder may be located.

Minimum account balance -

- You must maintain a minimum account balance of \$5.00 in your regular share account as a condition of using an access device (card and/or identification code) to accomplish a transfer.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account. Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Surcharges. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance Inquiry).

DOCUMENTATION

- **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- **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 (906) 228-7080 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 savings

accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** 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: Call or write us at the telephone number or address listed in this brochure 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. Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.
- **Notice of varying amounts.** 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.)
- **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.

FINANCIAL INSTITUTION'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:

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

CONFIDENTIALITY

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

1. where it is necessary for completing transfers; or

2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. as explained in the separate Privacy Disclosure.

REGULATORY AUTHORITY

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the Department of Consumer and Industry Services, Office of Financial and Insurance Services, Division of Financial Institutions at P.O. Box 30220, Lansing, Michigan 48909 or the National Credit Union Administration, Division of Supervision at 4225 Naperville Road, Suite 125, Lisle, Illinois 60532.

UNAUTHORIZED TRANSFERS

a. Consumer liability.

○ *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). 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 the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

○ *Additional Limit on Liability for Instant Cash & Check Card.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Instant Cash & Check Card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by VISA®), or to commercial cards.

b. 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 us at (906) 228-7080 or write to: U. P. Catholic Credit Union, 1001 W. Baraga Avenue, Marquette, MI 49855

ERROR RESOLUTION NOTICE

In case of Errors or Questions About Your Electronic Transfers, Call us at (906) 228-7080 or Write to us at: U. P. Catholic Credit Union, 1001 W. Baraga Avenue, Marquette, MI 49855, 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.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Instant Cash & Check Card point-of-sale transactions and 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 (5 business days for Instant Cash & Check Card point-of-sale transactions and 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 with us before this 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.

Call support line for lost or stolen
ATM / Debit Card: 800-535-8440
MORE DETAILED INFORMATION IS AVAILABLE