

MONTCALM PUBLIC EMPLOYEES CREDIT UNION cuCheck Card/ATM Card Agreement

In this Agreement the words "we", "us", or the "Credit Union" refer to the credit union named above; the words "you" and "your" refer to the member/customer (and joint account holder, if any); the words "cuCheck Card/ATM Card" refer to the Services Credit Union cuCheck Card/ATM access card. "Disclosure Statement" refers to the Electronic Fund Transfers Initial Disclosure Statement. This Agreement sets forth the terms and conditions for the use of your cuCheck Card /ATM Card and PERSONAL IDENTIFICATION NUMBER (PIN). By using your CuCheck Card/ATM Card, you agree to the terms and conditions of this Agreement and accompanying Disclosure Statement.

1. cuCheck Card: The cuCheck Card/ATM Card is the property of Credit Union and is subject to revocation at any time. It must be returned to us by you upon request. You agree that the CuCheck Card/ATM Card issued to you may be impounded automatically by the Credit Union or Services Credit Union at any time at an automated terminal. You agree that you will be the only one to use the cuCheck Card/ATM Card issued to you and that you will not divulge, give, or make available to any other person, even Credit Union employees, your PERSONAL IDENTIFICATION NUMBER (PIN) either directly or indirectly at any time.

2. PERSONAL IDENTIFICATION NUMBER (PIN): The Credit Union will issue to you, under separate mailing, a PERSONAL IDENTIFICATION NUMBER to be used with your cuCheck Card/ATM Card. You agree not to write your PERSONAL IDENTIFICATION NUMBER on your cuCheck Card/ATM Card and not to carry your PERSONAL IDENTIFICATION NUMBER with you at the same time as you carry your cuCheck Card/ATM Card. You agree to use your best efforts to commit your PERSONAL IDENTIFICATION NUMBER to memory.

3. AUTHORIZATION: We will treat each transaction made at any automated terminal involving your cuCheck Card/ATM Card and your PERSONAL IDENTIFICATION NUMBER as having been made or authorized by you. If the account to which the cuCheck Card/ATM Card relates is a joint account, all those transactions will be binding on all parties to the account.

4. WITHDRAWAL: You will be assigned a daily withdrawal limit. You agree that you will not use your cuCheck Card/ATM Card to withdraw amounts of money in excess of your balance(s). In the event that you do withdraw amounts of money in excess of your balance(s) in your account(s), you hereby agree to authorize the Credit Union to debit any of your accounts, with the exception of IRA accounts, not so overdrawn and thereby cover your unauthorized withdrawal.

5. RECEIPTS: Cash withdrawals made with your cuCheck Card/ATM Card shall be evidenced by a receipt created electronically at the time of the withdrawal and you agree that any such cash withdrawal shall constitute a valid charge against your account.

6. DEPOSITS: If there is a discrepancy between the amount found at an automated terminal in your deposit envelope and the amount you state as being the amount found in the deposit, we will credit you with the amount found in the

deposit envelope. Recent deposits may not be available for withdrawal through an automated terminal until verification has been completed.

7. CANCELLATION: You shall have the right to cancel your cuCheck Card/ATM Card and PERSONAL IDENTIFICATION NUMBER at any time upon giving us written notice of such intention and by returning to us your cuCheck Card/ATM Card.

8. CREDIT INFORMATION: You authorize the Credit Union to obtain such credit information relating to you as we deem necessary in order to carry out the terms of this cuCheck Card/ATM Card Agreement.

9. AMENDMENT: You acknowledge and agree that this cuCheck Card/ATM Card Agreement is subject to change at any time by the Credit Union. The Credit Union will provide written notice to you of any change. This notice may be given by mail to your last known address.

10. SERVICE FEES: By application for and/or use of the cuCheck Card/ATM Card, you shall be subject to service fees in accordance with fee schedules adopted by the Credit Union from time to time. Fees will not be refunded due to cancellation or other reasons. Such fees include without limitation charges for overdrafts \$25.00. Other fees also include Card Replacement Fee: \$5.00; cards in excess of 2: \$5.00; Documentation Fee: \$10.00, and Card Recovery Fee: \$65.00. You hereby authorize the Credit Union to debit any of your accounts, with the exception of IRA accounts, to cover any or all of such fees and charges.

11. DISCLOSURE STATEMENT: This Agreement incorporates by reference the terms and conditions of the Electronic Fund Transfer Initial Disclosure Statement set forth below. Your liability for unauthorized transactions and limitations on our liability are set forth in the Disclosure Statement. **Per the Visa Network, Visa check cards may not be used for any illegal transactions.**

12. RELATED ACCOUNTS: RELATED ACCOUNTS. This Agreement will be subject to the agreement and rules and regulations covering the account(s) to which your cuCheck Card/ATM Card relates.

13. CONTINUED EFFECTIVENESS: If any terms of this Agreement are determined by a governmental authority to be ineffective, the rest will continue in effect. A waiver by the Credit Union of any of these terms or conditions on any occasion will not constitute a waiver of the same or any other terms and conditions on any other occasion.

14. GOVERNING LAW: This Agreement is made in Michigan and its validity construction, enforcement and all other matters arising out of the issuance and use of the cuCheck Card/ATM Card shall be governed by the laws of Michigan.

ELECTRONIC FUND TRANSFERS (EFT) INITIAL DISCLOSURE STATEMENT

DIRECT INQUIRIES TO: 1157 E Main St; Edmore, MI 48829

PHONE NUMBER: (989) 427-5663

This disclosure is provided to members/consumers according to the provisions of the Federal Electronic Fund Transfer Act and the Michigan Electronic Fund Transfer Facility Act. As used in this Disclosure, the words "we", "us", or the "Credit Union" refers to Services Credit Union and to the credit union named in the cuCheck Card/ATM Card Agreement. The words "you" and "your" refer to the member/consumer (and joint account holder, if any); the word "card" refers to your cuCheckCard/ ATM Card issued to you. The word "terminals" refers to automated teller machines and point of sale terminals. Please read this disclosure statement in its entirety.

1. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call your credit union immediately or if after business hours, call 1-800-523-4175.

2. **Summary of Your Liability for Unauthorized Electronic Funds Transfers:** Tell us AT ONCE if you believe your card 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 any).

If your Visa check card is lost or stolen, your liability for unauthorized Visa transactions with the card, other than transactions at an ATM is \$0. The provisions of this paragraph do not apply to unauthorized use of your Visa check card at an ATM. They also do not apply if you were grossly negligent in the handling of your account or card.

If we determine that the unauthorized use situation involving your Visa check card is not covered under the previous paragraph or if the unauthorized use involves your ATM card your liability is determined under this paragraph. If you believe your card 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 without permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card 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 on 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.

3. **Our business days** are Monday through Friday. Holidays are not included.

4. **Our Electronic Fund Transfer Services:** You may use your card to make the following electronic fund transfers:

- Withdraw cash from your share draft or share account
- Make deposits to your share draft or share account
- Transfer funds between your share draft and share accounts
- Pay for purchases at places that have agreed to accept the card

Some of these services may not be available at all terminals

5. **Limitations on Electronic Funds Transfers:**

Transactions at terminals, financial institutions, and merchants, you may use your card up to the amount of your morning transmitted balance in your checking account each day OR \$_____ (the lesser of the two amounts). These transactions are considered as withdrawals from an ATM terminal, cash advances at financial institutions and purchases at a merchant.

For purposes of this section, Saturday, Sunday and holidays will be considered one day. For security reasons, there are limits on the number of transfers you can make using your card.

6. **Summary of Your Right to Receive Documentation of Transfers:** Periodic statement--You will receive a monthly account statement if there are any electronic fund transfers during that month. In any case you will receive a statement at least quarterly.

Receipts--You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

7. **Summary of Our Liability to You for Failure to Make or Stop Certain 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 fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line;

c) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;

d) If the automated teller machine where you are making the transfer does not have enough cash;

e) If the terminal was not working properly and you knew about the breakdown when you started the transfer;

f) There may be other exceptions stated in our agreement with you.

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

- Where it is necessary for completing transfer; 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 subpoenas, or laws and regulations; or
- If you give us your written permission.

9. **Charges for Electronic Fund Transfers:** You will be charged \$1.00 for each withdrawal in excess of 4 per month. When you use an ATM not owned by us or visit a POS merchant, you may be charged a fee by the acquirer.

10. **Other Terms and Conditions:** The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee. Your account(s) may also be governed by other terms and conditions previously set by us. If any of those terms and conditions conflict with the terms and conditions of this disclosure statement, this disclosure statement will prevail.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us or write us at the telephone number and address given above 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.
- 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit 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 we do not receive it within 10 business days, we may not recredit your account.

Exceptions to Time Periods for Recrediting and Investigation:

- If you notify us of an unauthorized VISA check card transaction, other than unauthorized use of the card at an ATM, we will provide you with provisional credit for the amount of the unauthorized use within 5 business days of receiving your notice. We may require written confirmation of the unauthorized use before providing provisional credit and may withhold providing provisional credit, to the extent allowed under applicable law, if the circumstances or your account history warrants the delay.
- If the notice of error involves a transfer to or from an account within 30 days after the first deposit was made, we will recredit your account within 20 business days for the amount you think is in error and may take up to 90 days to investigate your complaint question. We may require written confirmation of the complaint or question before recrediting your account. We may also take up to 90 days to investigate your complaint or question if the transfer was initiated at a point of sale terminal or was initiated outside the United States.

We will tell you the results within three business days after we finish 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.

cuCheck Card is part of the following ATM networks: Cirrus® and CO-OP®