

# MONROE COUNTY COMMUNITY CREDIT UNION ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR STAR ATM CARD, MASTERMONEY DEBIT CARD, OUR AUDIO RESPONSE SYSTEM ("M.A.R.S.") AND OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("MOON"), EACH WITH THEIR PERSONAL IDENTIFICATION NUMBERS (PINS) AND/OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").

Throughout this Agreement and Disclosure, the references to "We", "Us", "Our" and "Credit Union" mean MONROE COUNTY COMMUNITY CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any STAR ATM Card or MasterMoney Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "M.A.R.S.", whereas Our Personal Computer Account Access System is hereinafter referred to as "MOON" and "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

**STAR ATM CARD, MASTERMONEY DEBIT CARD, M.A.R.S., MOON AND E-CHECK AGREEMENT.** This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) any check which You authorize the payee to process electronically; (c) Our M.A.R.S. Audio Response system; and (d) Our MOON Personal Computer Account Access System. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, E-Check, Our M.A.R.S. Audio Response System, Our MOON Personal Computer Account Access System or other electronic device. You understand that Your Card and any PINs and/or Access Codes are issued by Us and are not transferable. Your PIN is confidential and should not be disclosed to anyone. The use of Your Card is subject to the following terms. You agree: (a) to abide by Our Rules and Regulations as amended relating to the use of the Card; (b) that We may follow all instructions given to machines; and (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law. Each withdrawal by You, or anyone else to whom You give Your PIN or to whom You allow access to Your Account, will be charged to Your share or share draft Account and will be treated as though it were a withdrawal except that: (1) We may

charge withdrawals in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals. We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your savings and/or checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

**ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS (PINs) AND/OR ACCESS CODES.** We will issue to You separate Personal Identification Numbers (PINs) and/or Access Codes to be used in conjunction with STAR ATM Card, MasterMoney Debit Card, M.A.R.S. and MOON. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your savings Account or Your checking Account to cover such transactions.

**JOINT ACCOUNTS.** If this is a Joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary Accountholder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**OWNERSHIP.** Your Card or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request.

**OTHER AGREEMENT.** If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at Monroe County Community Credit Union locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

**TYPES AND LIMITATIONS OF SERVICES STAR ATM CARD AND MASTERMONEY DEBIT CARD TRANSACTIONS.** You may use Your Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate. You may also use Your Card to purchase goods and services at any business establishment where the Card is accepted. At the present time, You may use Your Card and Your PIN for: (a) Withdrawals from Your savings or checking Accounts up to a maximum (savings, line of credit and checking combined) of \$375 per day for STAR ATM Card, and \$1,000 per day for MasterMoney Debit Card (at Your option as low as \$50.00 per day), provided You have enough available funds in Your Account; (b) Deposits to Your savings or checking Accounts; (c) Transfers of funds between Your savings and checking Accounts; and (d) balance Inquiries about Your savings and checking Accounts.

**M.A.R.S. TRANSACTIONS.** You may use Our M.A.R.S. Audio Response system in conjunction with Your PIN and/or Access Code via a touch tone telephone to make the following types of transactions on designated accounts: (a) Transfer funds between Your savings, checking, and line of credit Accounts; (b) Verify Your savings and checking Account balances; (c) Transfer funds to another member's account at the Credit Union; (d) Verify Your savings and checking Account balances; and (d) Miscellaneous inquiries on Credit Union services that affect Your Account. The system operates 24 hours every day. If You attempt to use the system and are told that "the system is not available", please call back later when service is restored.

**MOON TRANSACTIONS.** You may use Our MOON system in conjunction with Your PIN and/or Access Code via a personal computer to make the following types of transactions on designated accounts: (a) Transfer funds between Your savings, checking, and line of credit Accounts; (b) Verify Your Account balances; (c) Make loan payments to Us; and (d) Miscellaneous inquiries on Credit Union services that affect Your Account.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payer), You can call Us at the telephone number shown in this Agreement to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at the telephone number shown in this Agreement or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, You must 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.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except for MOON, telephonic or mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly. Receipts and statements are admissible as evidence.

**FEES.** We may assess reasonable charges against Your Account for electronic funds transfers. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee

schedule and M.A.R.S. and MOON information after Your Account is established. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** 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; and (i) You exceed any limits on Your Account.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at 1-800-449-7728 or 1-800-541-2222, or write to Us at Monroe County Community Credit Union, Attn: Card Processing Department, P.O. Box 1307, 715 N. Telegraph Road, Monroe, MI 48161 if You believe Your Card or PIN have been lost or stolen, or if you believe that an electronic fund 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 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within 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. Additionally, if Your periodic 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 fail to tell Us within 60 days after We mail You the first periodic statement on which the transfer appears, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice 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 for Your MasterMoney Debit Card as long as You report the loss or theft of Your MasterMoney Debit Card within 2 business days. If You report such loss or theft after 2 business days, or provide proper notification of other unauthorized MasterMoney Debit Card transactions, Your liability for unauthorized use will not exceed \$50. These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your MasterMoney Debit Card.

**REVERSAL OF TRANSACTION.** We will reverse an electronic fund transfer resulting from a point of sale transaction at a Participating Merchant (any merchant who has arranged to accept Your Card as a means of payment for goods and services) and re-credit Your account for the full amount of the transfer if all of the following occur:

You provide Us notice of having made a good faith attempt to seek redress and make an assurance to Us of the return to the Participating Merchant of related goods in dispute, where returnable goods are involved. The amount of the transaction is \$50.00 or more. Within four calendar days following the transaction, we receive from You during Our normal business hours, a written or oral request for the reversal. You verify the reverse order, notice and assurance in writing within 14 calendar days following oral notification, on a form to be provided by Us for that purpose. If written notification is not furnished, We shall reinstate the original debits and credits involved in the transaction to the extent of the available account balance.

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Telephone Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement 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.

(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 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 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 We do not receive it within 10 business days, We may not credit Your Account. 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. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made. If We decided that there is no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred.

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us immediately at 1-888-918-7769 or 1-800-449-7728, or write to Us at Monroe County Community Credit Union, Attn: Card Processing Department, P.O. Box 1307, 715 N. Telegraph Road, Monroe, MI 48161. To report a lost or stolen PIN or Access Code or any combination thereof, You will call Us immediately at 1-866-985-2273 or write to Us at the address shown above. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance, plus 1.00% of the settlement amount.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Michigan except to the extent that such laws are inconsistent with controlling federal law.

**REGULATORY AUTHORITY.** If You believe We may have violated the laws governing Electronic Fund Transfers You may contact:

Office of Financial and Insurance Regulation  
611W. Ottawa Street - Third Floor  
Post Office Box 30220  
Lansing, MI 48909