

12. 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.

13. In case of errors or questions about your EFTs,

CALL: 989-354-4698

or **WRITE** us at: H.P.C. Credit Union
1234 W. Chisholm St.
Alpena, MI 49707

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 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 (3) 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 POS 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.

14. Liability for failure to make Electronic Funds Transfers: If we do not complete an EFT 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 ATM 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 EFTs.

15. Regulatory Agency: If you believe that we may have violated the Michigan EFT 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

16. 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.

17. Location of machines: The number and location of ATMs is, of course, subject to change at any time. Network: Besides being able to use your ATM/debit card at ATM terminals, you may access your accounts at the following networks: CO-OP Network, NYCE, MAC, Member Access, Maestro and Cirrus.

18. 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.

19. 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.

20. Limitations on Electronic Funds Transfers: There are no limitations on the number or dollar amount of deposits or payment transactions you may make at any ATM during its 24-hour operating cycle. You must always maintain a minimum of \$5 in a Regular Share Account to be entitled to make EFTs affecting your account. However, to protect against possible losses, your card will not allow you to withdraw more than \$505 cash from an ATM during a 24-hour cycle (even if two ATM/debit cards have been issued for a single account, e.g., when a husband and wife each have a card for their joint account).

Withdrawals may be made up to \$505, when online, and up to \$205 when off-line unless otherwise advised. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance.

As to transactions other than those made at an ATM, there are no limitations on how often you can make EFTs described in Section 4. Nor are there any restrictions on the dollar amount of any one EFT. 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.

21. Crediting of deposits and payments: Deposits or payments made at an ATM, 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.

22. 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. 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.

23(A). Liability for unauthorized use: Tell us AT ONCE if you believe your ATM Card, debit card, or PIN 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 two (2) business days, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN 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.

23(B). Special rules for Debit MasterCard®, when used for POS Transactions. You will not be liable for any unauthorized transactions using your MasterCard® debit card, when used for POS transactions, if:

- (i) You can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft;
- (ii) You have not reported to us two or more incidents of unauthorized use within the prior 12-month period; and
- (iii) Your account 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 service obtained by the unauthorized use.

“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®.

23(C). Notification of lost/stolen card: If you believe your ATM Card or PIN or your Debit MasterCard or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission:

Call Immediately: 989-354-4698
After Business Hours 1-888-241-2440
International 1-909-941-1398

or **WRITE** us at: H.P.C. Credit Union
1234 W. Chisholm St.
Alpena, MI 49707

24. Termination of Prior Agreements: Upon your receipt hereof, this disclosure terminates and takes the place of any ATM Agreement previously furnished to you.

TO APPLY FOR AN ATM/DEBIT CARD

CALL: 989-354-4698

OR WRITE TO:

H.P.C. Credit Union
1234 W. Chisholm St.
Alpena, MI 49707

25. Transaction Sequence for ATM/Debit Card Online/Offline & ACH

ATM/Debit Card transactions will be posted to your share draft account as presented by the vendor, which is based off of time sequence.

All ACH transactions will post to your share draft account as dictated by the Federal Reserve. Items received are sequenced for posting are as follows:

1. Transaction Code (credits first, then debits)
2. ACH Company ID
3. ACH Depositor ID
4. Sequence#

26. 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. We will separately publish a list of machines owned and operated by us from time to time.

Effective Date: The effective date of this Agreement is November, 2016.

Electronic Funds Transfer Agreement



“Where Members Are Like Family”

1234 W. Chisholm St.
Alpena, Michigan 49707

150 S. Ripley Blvd.
Alpena, MI 49707

(989) 354-4698

www.hpccu.com

H.P.C. Credit Union offers you various electronic funds transfer (EFT) services, made possible by our advanced electronic data processing system. We have also provided, and will provide from time to time, plastic Automated Teller Machine (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 ATMs to make EFTs. 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 H.P.C. Credit Union. It meets the requirements of both the federal and Michigan statutes relating to EFTs. It also meets the requirements of the Regulation E (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such EFTs are made by use of an ATM 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.” It may be supplemented by other agreements, such as those relating to Home Banking or remote deposit of checks. The terms and conditions set out here are binding on you and on us as to the making of such EFTs 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 EFTs, 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 H.P.C. Credit Union.

THE FOLLOWING SECTIONS RELATE TO ALL ELECTRONIC FUNDS TRANSFER 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 EFT service:

- Regular Share Account
- Share Draft Account
- Christmas Club
- Vacation Club
- Money Market Account
- Special Share

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 EFT service. You may change those instructions in the future, and we will follow your new wishes to the extent our EFT 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 in a regular share account to be entitled to make, by use of ATM or otherwise, EFTs affecting your account(s). PINs for use with ATM/Debit Cards will not be issued to members whose loan payments to us are more than 30 days 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 EFTs to or from your asset account(s) in the Credit Union.

Transfers TO your account(s) (credits); note more detail in “Electronic Funds Transfers 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 (which is referred to throughout this document as 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 Home Banking product.

Transfers FROM your account(s) (debits); note more detail in “Electronic Funds Transfers 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 Home 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 Transfers Initiated By Third Parties. You may authorize a third party to initiate EFTs 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 EFTs. 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.)

AUTOMATED TELLER MACHINE (ATM) Transactions: If you have an ATM/Debit Card along with a PIN, you may use it to make any or all of the following transactions at an ATM.

- 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 EFTs.)

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 per day.

Electronic Check Conversion:

A transfer through an ACH 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 Point of Sale (POS) or is mailed to a merchant or other payee or lockbox and later converted to an EFT, 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 EFTs 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 EFT 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 EFT from your account or to process the payment as a check transaction.

When we use information from your check to make an EFT, 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 EFT 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 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 POS 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 and perform balance inquiries.

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 EFTs 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 EFTs as described in Section 4; they do not apply to other transactions which, although electronic in nature, do not constitute EFTs 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 nonrecurring 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 charges 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 Funds 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 EFTs are:

A. Cards will be issued at no charge to the member. Lost or stolen cards will be replaced at a cost of \$10 per card.

B. Currency Conversion Assessment. Up to one percent of all transactions that are converted from foreign currencies to U.S. dollars.

C. 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 EFT from your account to collect a fee up to \$20.

9. Documentation of EFTs:

A. You can get a transaction receipt at the time you make any transfer to, from, or between your account(s) using an ATM, 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 preauthorized deposit has been made to your account.

C. You will get a statement every month of each asset account to which you have authorized any EFT service. If there has been no activity on the account, the statement will be sent quarterly.

10. Your Right to Stop Payment of Preauthorized 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: 989-354-4698

or **WRITE** us at: H.P.C. Credit Union
1234 W. Chisholm St.
Alpena, MI 49707

This notice must be sent in time for us to receive your request three (3) business days, or more, before the payment is scheduled to be made. If you call, you will be REQUIRED to put your request in writing and get it to us within 14 days after you call.

Stop-payment orders are \$5 each. We reserve the right to increase such fees in the future. If you order us to stop one of these payments three (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.

11. Reversing Electronic Funds Transfers: If an EFT described in Section 4 was a payment of \$50 or more for goods or services, you have the right to require us to reverse such transfer and to re-credit your account with the full amount of the transfer if (1) you tell us within four (4) calendar days after the date of the transfer to make such a reversal, (2) you notify us that you have made 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:

WRITE us at: H.P.C. Credit Union
1234 W. Chisholm St.
Alpena, MI 49707

or **CALL:** 989-354-4698

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 requests, and to increase such charges thereafter.