## **ELECTRONIC FUND TRANSFERS (EFT) AGREEMENT**

- **A. Generally.** This Electronic Fund Transfers Agreement and Disclosure (EFT Disclosure) contains additional Agreement provisions setting forth your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Parkside Credit Union. By signing an application for EFT services, signing any card we issue to you, by requesting a Personal Identification Number (PIN) or password to be issued, or by using any services covered by this EFT Disclosure, you agree to the terms and conditions in this EFT Disclosure and any amendments to the EFT services offered. The terms and conditions of the account agreements relating to your accounts with us remain in effect, except to the extent modified by this EFT Disclosure.
- **B.** Accounts Affected. Each of the following types of accounts in the Credit Union can be subject to some kind of electronic fund transfer (EFT) service:
  - Regular Savings Account
  - Holiday Savings Accounts
  - Checking Account
  - Certificates of Deposit
  - Sub Savings Account
  - Money Market Accounts

These types of accounts are sometimes referred to in this EFT Disclosure as "account(s)."

- C. "Electronic Fund 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 Automated Clearinghouse (ACH) or other payment networks. 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 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/or 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 may be found on your check. 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 EFT transactions. We reserve the right to reject any EFT transaction initiated by a third party if the name on the EFT does not match the name of the owner or a joint owner of the account.
- **D.** "Electronic Funds Transfer" Services Available. The sections below set forth the types of EFT services we are capable of handling, some of which may not apply to your account. Please read this EFT Agreement carefully because it tells you your rights and obligations for the transactions listed. You should keep this EFT Agreement for further reference. We do require you to maintain a minimum balance in your Regular Savings Account of \$5.00 as a condition of using an access device (Card or Code) to accomplish a transfer. We do not require you to maintain a minimum balance in any other account as a condition of providing EFT services. At the present time, you can authorize the following types of "electronic fund transfers" to, from, or between your "account(s)" in the Credit Union:

- **1.Preauthorized Transfers to Your Accounts (Credits):** You may make arrangements for certain direct deposits, or other preauthorized transfers, to be accepted into your account(s) such as:
  - Direct deposit of Social Security and pension payments;
  - Direct deposit of Veterans Administration benefits and Railroad Retirement benefits;
  - Deposits of net paycheck or payroll deduction from various employers who have agreed to send such deposits to us;
  - Direct deposit of military active duty pay or retirement benefits;
  - Transfers between your accounts in the Credit Union;
  - Automatic transfer from another person's account in the Credit Union or;
  - Deposit(s) from any third party through the facilities of an Automated Clearinghouse (ACH), or other electronic network.

If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

- **2.Preauthorized Transfers from Your Accounts (Debits):** You may make arrangements to pay certain recurring or one-time debits from your account(s) such as:
  - Payments of your house mortgage, insurance premiums and utility bills, as well as other types of payments to third parties, through facilities of an Automated Clearinghouse (ACH) or another electronic network;
  - Transfers between your accounts in the Credit Union;
  - Automatic transfers to another person's account in the Credit Union or;
  - Automatic transfers from your account to make payments on another person's loan to the Credit Union.

If these regular payments may vary in amount, the payee you are going to pay should tell you, ten (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 will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**3.Electronic Check Conversion and Returned Check Charge:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases, pay bills, or other transactions. The check may be given to the merchant or other payee blank, partially completed, or fully completed and signed; may be presented at the point of sale or mailed to a merchant or other payee or lockbox and later converted to an EFT, or may be retained by the consumer, the merchant or other payee, or the payee's financial institution. This may include the electronic payment of charges for checks returned for non-payment. Your authorization to make such 13 types of electronic fund transfers may be expressed in writing or implied, for example, by the merchant or other payee posting a sign.

**4.Automated Phone Banking Transactions:** If you are an enrolled user in our Automated Phone Banking response system, you may call our Automated Phone Banking program toll-free at 866.554.1584 to use your telephone or mobile device, and Access Code to make the following electronic fund transfers:

- Withdrawals from your accounts or line-of-credit loans in the Credit Union (check will be mailed to your address on file);
- Transfers between your accounts in the Credit Union, excluding IRA, ESA, and certificate accounts;
- Transfers between your accounts (except IRA, ESA, or certificate accounts) and line-of-credit loans in the Credit Union;
- Transfers from your accounts (excluding IRA, ESA, and certificate accounts) or line-of-credit loans to make payments on your loans or credit cards at the Credit Union.
- Transfers from your accounts or line-of-credit loans in the Credit Union to another member account at the Credit Union, which you have previously authorized.

Transactions made by Automated Phone Banking, Online Banking, and Mobile Banking are individually limited up to \$5,000 per payment source per day.

**5.Automated Teller Machine (ATM) Transactions:** At the present time, you can use automated teller machines (ATMs) owned and operated by Parkside Credit Union, and ATMs in the NYCE, Co-op, and Plus networks. Other regional networks may also be available through network sharing agreements. The number and location of ATMs is, of course, subject to change at any time. If you have an Automated Teller Machine Debit Card (Card) and PIN, we will keep you informed from time to time of the location of our machines and the networks available. Not all transaction types may be available at all ATMs. If you have a Debit Card for which we have issued a PIN, you can use your Card and PIN to make the following transactions in an ATM. However, your Card(s) may need to be reprogrammed by our staff in order to access all of these accounts:

- Deposits to your Regular Savings, Checking, Sub Accounts, or Money Market accounts. You may deposit no more than \$25,000 per day;
- Cash withdrawals from your Regular Savings, Checking, or Money Market accounts. You may withdraw no more than \$505 (including surcharges) per day, per Debit Card;
- Transfers (non-cash) between Regular Savings, Checking, or Money Market accounts;
- Transfers (non-cash) from your line-of-credit loan accounts with us to your Regular Savings, Checking, or Money Market accounts.
  - \* Note that Money Market account access restricted to ATMs owned and operated by the Credit Union and ATMs in the Co-op Network.

ATM deposit access may not be available during the first ninety (90) days of account opening or longer for accounts with restricted access. Additionally, certain Card(s), at the option of the Credit Union, may have deposit restrictions, reduced cash withdrawal and point-of-sale authorization limits; however, if this is the case, you will be notified.

Your Option to Limit Cash Withdrawals. In addition to dollar amount limitations for withdrawals
using your Debit Card or PIN that we may establish, you have the option to limit the amount of
cash that can be withdrawn by your Card(s) and/or PIN to \$50.

- **6.Point-of-Sale Transactions:** If you have a Debit Card (Card) for which we have issued a PIN, you may use your Card and PIN to pay for goods and services at places that have agreed to accept Cards with Interlink or NYCE access, or other third-party merchants/ processors, authorized by you, with whom we are not associated. These businesses may display the Interlink or NYCE logo in their business locations. Payment may only be made from funds in your checking account. Access to other accounts is not permitted. To protect against possible losses, your Debit Card will not allow you to obtain more than \$1,500 in goods or services per day, through any combination of transactions at point of sale terminal(s) or purchase(s) at Master Card merchant(s) during a daily twenty-four (24) hour cycle. These limits are in addition to the ATM cash withdrawal limits stated above.
- **7. Debit Card Transactions:** If you have a Debit Card associated with your Parkside Credit Union checking account, you may use your Card to purchase goods and services from merchants that have agreed to accept Cards, subject to the limitations stated in the Point-of-Sale section above. These merchants may display the payment card logo in their business locations. You may also use your Debit Card to order goods or services by mail, telephone, or the Internet from merchants that have agreed to accept Cards. Your Debit Card, along with your PIN, will also perform the transactions itemized in the "Automated Teller Machine Transactions" and "Point-of-Sale Transactions" sections above. Transactions may only be made from funds in your checking account. Access to other accounts is not permitted.
- **8.Online Banking and Mobile Banking Transactions:** Our Online Banking and Mobile Banking allows members to process electronic fund transfers between Credit Union account(s) and make other transfer requests by use of a computer or mobile device connected to the Internet. If you are an enrolled user of our Online Banking system, you may log onto either Online Banking or Mobile Banking to process the following transactions:
  - Transfers between your accounts in the Credit Union (excluding IRA and certificate accounts);
  - Transfers from your accounts to your loans or credit card in the Credit Union;
  - Transfers from your line-of-credit loans to your accounts;
  - Transfers from your accounts or line-of-credit loans to another member account at the Credit Union. Transfers to other member accounts through Mobile Banking must be preauthorized;
  - Make third party payments through use of our Bill Pay service.

Transactions made by Automated Phone Banking, Online Banking, and Mobile Banking are individually limited up to \$5,000 per payment source per day, a maximum of six (6) transactions per day, and an aggregate maximum daily transaction limit of \$25,000.

- **9.Bill Pay Services:** Bill Pay is a bill payment service, which allows members to transfer funds from their checking account to make third-party payments. You must be an enrolled user of Online Banking to access the Bill Pay service. Please see the Fee Schedule for details on non-usage of Bill Pay. We reserve the right to impose and charge applicable additional fees, or change fees, upon notice, in the future. You must be logged into our Online Banking or Mobile Banking program to use the Bill Pay service. Not all services are available through Mobile Banking. The Bill Pay service offers the following electronic fund transfers:
  - Withdrawals from your checking account in the Credit Union to make payments to third parties, through the facilities of an Automated Clearinghouse (ACH), other electronic network, or by check.

- Bill Pay transfers can be scheduled as a One-Time payment, Recurring payment, or Rush Delivery
  payment. Depending on the Payee, bill payments may be processed as an electronic payment or
  check payment. Electronic payments will be withdrawn from your account on or after 3 p.m. on
  the payment processing day. Check payments will be issued by check and withdrawn from your
  account on the date you schedule. Bill payments will be delivered to the Payee by the "Deliver
  By" date indicated at the time the payment is scheduled.
- A One-Time payment will begin processing on the day scheduled by you, or if not a business day on the next business day. One-Time payments may be scheduled up to eighteen (18) months in advance and may be edited or cancelled prior to 3:00 p.m. (Eastern Time) on the date the payment is scheduled to begin processing.
- A Recurring payment may be scheduled to occur automatically based upon a specified regular basis, beginning on the start date you have indicated and ending on the end date you have indicated. Electronic Recurring payment(s) will be withdrawn on the business day you have scheduled, or if not a business day on the prior business day. Recurring payments may be edited or cancelled by you prior to 3:00 p.m. (Eastern time) on the date the payment is scheduled to begin processing. 14
- A Rush Delivery payment, when available, must be scheduled on a business day prior to 4:00 p.m. (Eastern Time). Funds will be withdrawn from your checking account the same day you enter the payment information. The third-party payment will be delivered on the next business day or the second business day, as designated by you. Rush Delivery payments may be edited or cancelled by you prior to 4 p.m. (Eastern Time) of the day in which the payment is scheduled to begin processing. There is a fee for Rush Delivery payments as indicated at the time the payment is scheduled.
- The Bill Pay program is available twenty-four (24) hours per day, seven (7) days per week, and is limited to \$5,000 per payment and an aggregate of \$5,000 per day. All payments must be payable in United States Dollars and the payee address must be within the United States. We do not recommend making payments to a federal, state or local governmental or taxing unit.
- **E. Mobile Payment and Digital Wallet Services.** A mobile payment and/or digital wallet service allows members to make payments using compatible devices and applications (such as Apple Pay). The storage and usage of your Credit Union Card number or account information in third party applications is subject to the terms and conditions of the applicable cardholder and account agreements with the Credit Union. Please contact the Credit Union for further information or any questions regarding your use of these services.
- **F. Illegal Use of Card or Other "Electronic Fund Transfer" Service.** You agree not to use EFT services 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 you may be located. The Credit Union may decline to authorize any transaction the Credit Union believes poses an undue risk of illegality or unlawfulness. The Credit Union will immediately report and comply fully with law enforcement agencies seeking to investigate illegal use of a Credit Union Card or other EFT service.
- **G. Card and Electronic Device Ownership.** All Automated Teller Machine (ATM)and/or Debit Cards, and their personal identification numbers (PINs), Online or Mobile Banking passwords, and Automated Phone Banking PINs remain the property of the Credit Union and may be revoked or cancelled at any

time without giving you prior notice. Your use of such services is a revocable privilege. Because we retain ownership of all Cards and PINs, we may, in our sole discretion, revoke your access to such privileges for repeated overdrafts, account misuse, loan delinquencies, and other activities deemed adverse to the Credit Union's interest. If this EFT Agreement is terminated, you agree to surrender any Debit Cards to us. We will not be required to complete any EFT service that would cause your account to go below zero, or after the service has been terminated, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, along with any applicable fees as set forth in our Fee Schedule.

- **H. Personal Identification Number (PIN) and Password Secrecy and Member Responsibility.** If we have issued PINs or passwords (Codes) for use in conjunction with your Card(s) or account, you agree to keep the Codes secret and you also agree that you will not write the Code on your Card(s) nor on any item you keep with your Card(s) or other account information, or store your Codes on your computer.
- **I. Fees for "Electronic Fund Transfers."** We may charge you fees for EFT services as set forth in this EFT Agreement or as set forth in our Fee Schedule. We reserve the right to impose, or change such fees, if we deem it necessary. We will give you at least twenty-one (21) days advance written notice before imposing or increasing any such fee. If you use an ATM that is not operated by us, you may be charged a fee by the operator of the ATM and/or by an automated transfer network.
- J. Currency Conversion and International Transactions. If you use your Card to make a transaction in a country outside the United States, you will be charged an International Transaction Fee, regardless if the transaction is made in foreign currency or United States (U.S.) currency. (Refer to our current Fee Schedule for the applicable Debit/Credit Card International Transaction Fee.) If the transaction is made in foreign currency, the transaction will be converted to U.S. Dollars. The currency conversion rate will be either a rate selected by payment card or the Plus network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate payment card or Plus Network itself receives, or the government mandated rate in effect for the applicable central processing date. We reserve the right to change this fee, upon notice, in the future.
- K. Limitations on "Electronic Fund Transfers." Transfers and withdrawals made by telephone, facsimile, by Automated Phone Banking, through Online or Mobile Banking, by transfer to an authorized third party, or to cover overdrafts will be limited to a total of six (6) such transfers and withdrawals per account, per month. Transfers and withdrawals made by ATM, in person or by mail, and through our Bill Pay service are not subject to this limitation nor are transfers and withdrawals made from your checking account. We may refuse to make transfers in excess of the above limits and your account(s) may be subject to closure if these limits are exceeded. Refer to Subsection D of this EFT Agreement regarding product/service specific limitations and restrictions. Your accounts may be accessed twentyfour (24) hours per day, seven (7) days per week, except for short periods of time each day to allow for certain processing and back-up requirements. Other unanticipated outages may be experienced, although they will be kept to a minimum. We reserve the right to deny EFT services if any of your account(s) are not in good standing, such as if you are past due on your loan obligations with us or overdrawn on any of your account(s). We also reserve the right to deny any EFT service when, in our sole discretion, a transaction is deemed to subject the account or Credit Union to a high level of risk. These limitations may be changed in the future; however, we will give you written notice of any such change at least twenty-one (21) days in advance.

**L. Documentation of Transfers.** You can get a transaction receipt at the time you make any transfer to, from or between your account(s) using an ATM, point-of-sale terminal, or make a Card purchase transaction. A receipt may not be available if the transaction amount is \$15 or less. If you have arranged to have direct deposits at least once every sixty (60) days from the same person or company:

1.In most cases, the person or company making the deposit will give you notice every time they send us the money, but

2.If that person or company does not give you such notice, you may use our Automated Phone Banking, Online Banking, Mobile Banking, or contact us at 734.525.0700 (during business hours) to find out whether or not the deposit was made.

You will receive a statement every month in which you have EFT activity, and at least once per quarter for each account(s) for which you have authorized any EFT service described in Subsection D that has not had activity in a given month.

M. Rights and Procedures to Stop Payment on Preauthorized, Electronic Check Conversions, and Bill Pay Transfers. If you have authorized payments from your account(s), or authorized an electronic check conversion, you can stop these payments. One-Time and Recurring Bill Pay transactions may be edited or cancelled through the Bill Pay service by you prior to 3 p.m. (Eastern Time) on the scheduled processing day. Rush Delivery payments may be edited or cancelled through the Bill Pay service by you prior to 4 p.m. (Eastern Time) on the scheduled processing day. To place a stop payment on a preauthorized transfer, electronic check conversion, or Bill Pay payment issued by check you must: Call us at 734.525.0700

Or, write us at:

Parkside Credit Union Attention: Remote Services 1747 S. Newburgh Road Westland, Michigan 48186

This notice must be sent in time for us to receive your request three (3) or more business days before the payment is scheduled to be 15 processed. Give us your name and account number, the name of the party receiving the payment, the amount of the payment, and date on which it is scheduled to be processed. If you call, you may be required to put your request in writing and to get it to us within fourteen (14) days after you call. A written stop payment order is valid for six (6) months. We charge a fee for handling such stop-payment orders and reserve the right, upon notice, to change such fees in the future. Refer to ACH, Check, and Bill Pay Stop Payment Fees in our current Fee Schedule. If you order us to stop a preauthorized payment, check conversion, or Bill Pay payment issued by check three (3) or more business days before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or proven damages. Refer to Subsection S of this EFT Agreement, for our business days.

**N. Reversing "Electronic Fund Transfers."** If an EFT described in Subsection D was a payment of \$50 or more for goods or services to a third party, you have the right to require us to reverse such transfer and to credit your account with the full amount of the transfer if (i) you tell us, within four (4) calendar days after the date of the transfer, to make such a reversal, (ii) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (iii) 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:

Parkside Credit Union Attention: Remote Services 1747 S. Newburgh Road Westland, Michigan 48186

If you phone us, you MUST call us at 734.525.0700 (during business hours). 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 fourteen (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. Refer to the ACH returned item fee in our current Fee Schedule.

**O. Confidentiality.** In the ordinary course of business, we will only disclose information to non-affiliated third parties concerning your account(s) or electronic fund transfers described in Subsection D under the following circumstances:

- When it is necessary to complete transactions;
- If you give us written permission;
- In order to verify the existence and condition of your account(s), for a third party, such as a credit bureau or merchant (at our discretion);
- In order to comply with government agency or court orders.

P. Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card and/or Code has been lost or stolen. Calling is the best way of keeping your possible losses down. You could lose all the money in your account and in any other associated account(s). If you believe your Card and/or Code has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you will have no liability if someone used your Card and/or Code 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 and/or Code, under Regulation E, you could lose up to \$500. Also, you may have unlimited liability if the unauthorized transaction(s) are not reported within sixty (60) days of when the unauthorized transaction(s) were reported on a periodic statement. If a good reason (such as a verifiable long trip or hospital stay) kept you from telling us we will extend the time periods.

**Special Liability Protection Rules for Debit Card Transactions.** You will not be liable for any unauthorized transactions made with your lost or stolen Debit Card, when used to make purchases processed through the payment card network (excluding transactions performed at an ATM or Interlink point-of-sale merchant), unless you are negligent in the handling of the Card, or transactions are not reported within the timeframes noted above.

**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 or write us at the following telephone number or address: Telephone us at 734.525.0700 (during business hours)

## Or write to us at:

Parkside Credit Union Attention: Remote Services 1747 S. Newburgh Road Westland, Michigan 48186

For lost or stolen Debit Cards call us toll-free at 888.241.2510 anytime or 909.941.1398, if calling from an international location.

**Q. ERROR RESOLUTION NOTICE.** In case of errors or questions about your EFT transactions, call or write us at the telephone number or address listed above, as soon as you can, if you think your statement or a transaction receipt is wrong or if you need more information about an EFT transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared with the following information:

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

If you tell us orally, we will require that you send us your complaint or question in writing within fourteen (14) calendar days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days if the EFT transaction 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 forty-five (45) days (ninety (90) days if the EFT transaction 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 a provisional credit within ten (10) business days (twenty (20) business days if the EFT transaction involved a new account) for the amount you think is in error, so that you will have 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 fourteen (14) calendar days, we may not credit your account. Your account is considered a new account for the first ninety (90) days after the first deposit is made, unless you already have an established account open at least ninety (90) days with us before the new account is opened. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask us for copies of the documents that we used in our investigation by contacting us at the telephone number and address shown above.

**R. Our Liability for Failure to Make Electronic Fund Transfers.** If we do not complete an EFT transaction to or from your account(s) 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. For example, we will not be liable, for the failure to complete a transfer under any of the following circumstances:

- For a loss of a Card that is retained or destroyed by an ATM;
- If, through no fault of ours, you do not have enough money in your account to make the EFT;
- 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 EFT;

- If there is not enough collected or available funds in your account to make the EFT;
- If the 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 on deposit in an account;
- If the EFT would take the balance on your overdraft loan (if 16 applicable) over the credit limit;
- If the EFT would go over the established limit on your account(s);
- If you used your Card(s) or other access device in an incorrect, illegal or unauthorized manner;
- If the ATM where you are making the withdrawal does not have enough cash;
- If the ATM or system where you are making the EFT was not working properly and you knew about the breakdown when you started the EFT transaction;
- If the failure was caused by a merchant, system or network not within our control;
- If you use or attempt to use EFT services after your right has been canceled;
- If circumstances beyond our control (such as fire or flood) prevent the EFT, despite reasonable precautions we have taken;
- if you operate an ATM or system improperly;
- If you fail to observe the terms and conditions of this EFT Agreement or our account agreements (including but not limited to this Membership and Account Agreement) with you;
- If, due to suspicious activity on your account, we have temporarily suspended your privileges until the activity can be verified;
- If, using Bill Pay, you attempt to make a payment to a payee outside the U.S., or to a governmental or taxing unit, or another restricted payee;
- If any of your loan accounts or any other obligation owing to us is delinquent or in default, or any account with us is in derogatory status; or
- Other reasonable exceptions as established by us.
- **S. "Business Days".** Our business days are Monday through Friday, excluding Federal Holidays, Good Friday, the Friday after Thanksgiving, Christmas Eve, New Year's Eve, and on any day designated for their observance.
- **T. Notification of Regulatory Authority.** This EFT Agreement and the EFT services provided in this EFT Agreement are governed by Federal law and Michigan law. You may notify the State agency noted below of any violation of law. The address of this Authority is as follows:

State of Michigan
Dept. of Insurance & Financial Services
Credit Union Division
P.O. Box 30220
Lansing, MI 48909-7720

**U.** Amendments. We reserve the right to amend this EFT Agreement in any manner and at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. When required by law, we will give you at least twenty-one (21) days advance written notice. You agree that we may amend or modify this EFT Agreement without notice if an immediate change is necessary to maintain or restore the security of our account arrangements or of any account.

**V. Notices.** All notices from us will be effective when mailed or electronically delivered to your last known address, or email address, in our records. Notices from you will be effective when received by us at the address specified in this EFT Agreement.

W. Termination of "Electronic Funds Transfer" Services. You may terminate this EFT Agreement or any EFT service under this EFT Agreement at any time by notifying us in writing and stopping your use of the service, your Card(s), or any Code. Upon termination, you agree to return all Cards to the Credit Union or destroy the Cards upon request of the Credit Union. You also agree to notify any participating merchants that the authority to make bill payment transfers has been revoked. We may also terminate this EFT Agreement at any time by notifying you orally or in writing at your last known address, or email address, on file with us. If we terminate this EFT Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this EFT Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card(s) or access code for any EFT service. Whether you or the Credit Union terminate this EFT Agreement, the termination will not affect your obligations under this EFT Agreement or any EFT transaction(s) made prior to termination. If either you or we terminate this EFT Agreement, we have the option of terminating all of your accounts with us that may have any sort of electronic access or restricting such accounts to in-person transactions, a written request (such as by mail), or a telephone request made directly to a Credit Union employee only. We also may exercise any other rights available to us under the Membership and Account Agreement or applicable law.

**X. Access Device Revocation.** Any Card, Code, or other device which we supply you (access device) may be revoked without notice to you in the event that any of the following conditions occur:

- Overdrafts occur as a result of insufficient or uncollected funds in the account;
- Any transaction that occurs on your accounts which results in a monetary loss of the Credit Union;
- Account delinquency with the Credit Union, including but not limited to, loans or credit cards;
- Forced closure of an account with the Credit Union; or
- Any other situation in which the Credit union deems revocation to be in its best interest.