



## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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

**Electronic Funds Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (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 the merchant posts a sign informing you of their 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 or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).

- **Electronic check or draft conversion.** You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check or draft by other means such as by mail or drop box.
- **Electronic returned check or draft charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

### Your Option to Limit Cash Withdrawals

- In addition to dollar amount limitations for withdrawals using your ATM card or VISA® Debit 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 or VISA® Debit Card and/or code to \$50.00 per day or some other amount acceptable to us.

**Telephone Transfers - TARA, Your 24-Hour Telephone Teller, call 269-982-4737 or 888-982-4737.** Use your touch-tone phone, your account number and your personal identification number to conduct the following types of transfers. The following types of transfers can also be conducted using PowerLink PC Online Access:

- transfer funds from checking to savings
- transfer funds from savings to checking or savings
- transfer funds from PowerLine line of credit to checking or savings
- transfer funds from PowerEquity line of credit to checking or savings
- make payments from checking or savings to loan accounts with us
- get information about:
  - the account balance of checking or savings accounts
  - recent deposits
  - recent withdrawals

### ATM Transfers - types of transfers and dollar limitations

- You may access your account(s) by ATM using your ATM card and personal identification number or your

VISA® Debit Card and personal identification number, to:

- make deposits to checking or savings account(s) made from anywhere that a Network STAR allows
- get cash withdrawals from checking or savings account(s) with an ATM card
  - you may withdraw no more than \$380.00 per 24 hour period in combination with point-of-sale transactions
- get cash withdrawals from checking or savings account(s) with a VISA® Debit Card
  - you may withdraw no more than \$380.00 per 24 hour period
- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)
- get information about:
  - the account balance of your checking accounts subject to fees
  - the account balance of your savings accounts subject to fees

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

### Types of VISA® Debit Card Point-of-Sale Transactions

- You may access your checking or Health Savings account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$5,000.00 in transactions per 24 hour period

**Currency Conversion.** When you use your VISA® Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a 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 1 percent of the transaction amount, which may be billed separately on your account or

included in your transaction amount. This 1% adjustment is made for all international transactions regardless of whether there is a currency conversion associated with the transaction. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**PowerLink Computer Transfers - types of transfers and charges** - You may access your account(s) by computer by logging onto our website at [www.frccu.org](http://www.frccu.org) and using your password and your social security number, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
  - please refer to our separate fee schedule for charges
- make payments from savings to loan account(s) with us
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)

### Minimum account balance -

- We do not require you to maintain a minimum balance in any account as a condition of using an access device (card or code) to accomplish a transfer.

### FEES

- We do not charge for direct deposits to any type of account.

- We do not charge for preauthorized payments from any type of account.
- Please refer to our separate fee schedule for additional information about charges.

Except as indicated elsewhere, we do not charge for electronic fund transfers.

Certain account types have a minimum balance requirement as disclosed in your Truth-In-Savings Disclosure. The Annual Percentage yield you earn is in no way affected by using an access device (card or code). In order to earn the current Annual Percentage yield, you are not required to maintain a minimum balance in any account as a condition of using an access device (card or code) to accomplish a transfer or transaction. If, during any month, your account balance falls below the required minimum daily balance on that account type, your account may be subject to a low balance fee for that month. Please review the minimum balance requirements under the appropriate account type within the Truth-In-Savings Disclosure.

**ATM Operator/Network Fees.** 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).

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (269) 982-1400 or (888) 982-1400 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

##### Liability for failure to make transfers.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew

about the breakdown when you started the transfer.

- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

#### REGULATORY AUTHORITY

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify National Credit Union Administration at 1775 Duke Street, Alexandria, Virginia 22314-3428 or Office of Financial and Insurance Services at P.O. Box 30224, Lansing, Michigan 48909.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

• *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.)

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

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

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, 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.

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

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

We will determine whether an error occurred within 10 business days (5 business days for VISA® Debit Card point-of-sale transactions and 20 business days if the transfer involved a new account) after

we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA® Debit Card point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

FIRST RESOURCE FEDERAL CREDIT  
UNION  
P.O. BOX 125  
ST. JOSEPH, MICHIGAN 49085  
Business Days: Monday through Friday  
Phone: 269-982-1400 or 888-982-1400  
MORE DETAILED INFORMATION IS  
AVAILABLE ON REQUEST

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