



## ELECTRONIC FUNDS TRANSFER AND PAYMENT SERVICES AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer and Payment Services Agreement and Disclosure is part of the Account Agreements and Disclosures you received through the process of opening your account. Your signature(s) on your account application (including your electronic signature through an electronic application process) indicates your agreement, jointly and individually, to the terms and conditions stated in the Account Agreements and Disclosures, which includes this Electronic Funds Transfer and Payment Services Agreement and Disclosure.

The Electronic Funds Transfer and Payment Services Agreement and Disclosure consists of each of the following disclosures:

- Electronic Funds Transfer Agreement and Disclosure
- Pay Bills (Bill Pay) Disclosure
- Pay A Person (P2P) Disclosure
- Transfer Money (A2A) Disclosure

You understand and acknowledge that the Pay A Person (P2P) Disclosure, Transfer Money (A2A) Disclosure, and Pay Bills (Bill Pay) Disclosure are not included within this copy of the Electronic Funds Transfer and Payment Services Agreement and Disclosure (Agreement and Disclosure), but are incorporated by reference to the extent not inconsistent with this Agreement and Disclosure. You further understand and acknowledge that the Pay A Person (P2P) Disclosure, Transfer Money (A2A) Disclosure, and Pay Bills (Bill Pay) Disclosure will be provided to you electronically prior to your first use of any of those electronic services. If you choose to use our P2P, A2A, or Pay Bills (Bill Pay) services, you agree you will be subject to the terms and conditions of the Pay A Person (P2P) Disclosure, Transfer Money (A2A) Disclosure, and Pay Bills (Bill Pay) Disclosure that will be provided to you electronically prior to your first use of any of those services.

These agreements and disclosures are effective between Michigan State University Federal Credit Union ("Credit Union") and you. Within this document, the words "we," "us," "our," and "Financial Institution" refer to the Credit Union. The words "you" and "your" refer to you as an MSUFCU or Oakland University Credit Union account owner. MSUFCU and Oakland University Credit Union are trade names of the Credit Union, as identified within the "Trade Names" section of your Membership and Account Agreement.

### ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

We make various electronic funds transfer services available to you. Some of these transfers are made by use of ATM, credit, or debit cards we issue. Other transfers are made by phone through the MoneyLine program; a check converted into an electronic debit; a personal computer through our digital banking program called ComputerLine®; or an internet-enabled mobile device through our mobile application.

If we also provide a personal identification number (PIN) to you, a card can be used, together with the PIN, in various automated teller machine (ATM) networks to make electronic funds transfers to, from, or between one or more of your accounts with us. We issue different plastic cards that can be used in this manner including Visa Debit Cards and Visa Credit Cards. In this disclosure, we simply call any plastic card that can be used in this manner a "card." Your card and PIN may also be used to make purchases of goods and services at participating merchants.

We will, upon request, issue you a MoneyLine personal access code you can use with a touch-tone phone to make electronic funds transfers to, from, or between one or more accounts with us by following the rules and procedures of our MoneyLine program.

We will, upon request, issue you a digital banking password you can use with an internet connection to make electronic funds transfers to, from, or between one or more accounts with us following the rules and procedures of our digital banking program. You may also use your digital banking password to make electronic funds transfers to, from, or between one or more accounts with us following the rules and procedures of our mobile application.

You agree that you will keep your PINs, personal access code, and passwords secret.

**This is a disclosure and a contract.** The terms and conditions set out here are binding on you and on us to the making of such electronic funds transfers and the use of the cards, the PINs, and the passwords, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this Electronic Funds Transfer Agreement and Disclosure.
- If you already have a card and PIN provided by us and you use them to conduct such transactions after receipt of this Electronic Funds Transfer Agreement and Disclosure.
- If you ask us to provide you with a PIN and you thereafter use it, together with a card we have issued, to conduct such transactions.
- If we issue a personal access code at your request and you use it to conduct transactions through our MoneyLine program.
- If we issue a password at your request and you use it to conduct transactions through our digital banking program or our mobile application.

In all such cases, your use of the account(s) or conducting of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

THE FOLLOWING SECTIONS RELATE TO ALL ELECTRONIC FUNDS TRANSFERS AFFECTING YOUR ACCOUNT(S), WHETHER MADE BY USE OF AN

ATM, CONVERSION OF A CHECK INTO AN ELECTRONIC DEBIT, OUR MONEYLINE PROGRAM, OUR DIGITAL BANKING PROGRAM, OUR MOBILE APPLICATION, OR OTHERWISE.

### **1. Accounts Affected**

Each of the following types of accounts offered by us can be affected by some kind of electronic funds transfer service:

Holiday/Vacation Savings Account  
Insured Money Management Account (IMMA)  
Junior Spartan Saver  
Savings Builder<sup>SM</sup>  
Spartan Saver/Grizzly Saver  
No Dividend Savings  
Summer Pay  
Classic Checking  
No Dividend Checking  
Health Savings Checking Account (HSA)  
Money Market Checking  
Rebuild Checking  
Totally Green Checking/Totally Gold Checking  
Individual Retirement Account (IRA)  
Loan Account

These types of accounts are sometimes referred to in this Electronic Funds Transfer Agreement and Disclosure as "asset account(s)" or simply as your "account(s)."

### **2. Account Agreements**

The terms and conditions of the Account Agreements and Disclosures 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 your Spartan Saver (or Grizzly Saver) to be entitled to make electronic funds transfers affecting your account(s). We reserve the right to increase minimum balance requirements or to impose other restrictions in the future.

### **4. Electronic Funds Transfer Services**

At the present time, you can authorize the following types of electronic funds transfers to or from your asset account(s) with us:

#### **Transfers TO Your Account(s) (Credits)**

- Direct deposit of payroll deductions or net paychecks from your employer who has agreed to send such deposits to us. You may contact your employer to see if direct deposit of payroll deductions or net pay is available.
- Direct deposit of various governmental benefits
- Direct deposit of pension payments
- Deposit(s) or payment(s) from any third party through the Federal Reserve or the facilities of an automated clearing house association of which we are a member
- Automatic transfers to your account(s) from the account of another person
- Transfer to your account(s) from your other asset or loan accounts that we make at your request via an overdraft line of credit, our digital banking program, or our mobile application

#### **Transfers FROM Your Account(s) (Debits)**

- Your home mortgage payment, insurance premiums, utility bills, and other types of payments to third parties, through the Federal Reserve or the facilities of an automated clearing house association of which we are a member
- Automatic transfers from your account(s) to the account of another person
- Automatic transfers from your account(s) to make payments to another person's loan(s) owing to us
- Transfers from your account(s) to your other asset or loan accounts that we make at your request or through ATMs, MoneyLine, our digital banking program, or our mobile application
- Withdrawals from your account(s) made by your phone request (a check will be mailed to your address on file)
- Payment for purchases from your checking account at places that have agreed to accept your ATM card

#### **MoneyLine Transactions**

If we provide you with access to your accounts through our MoneyLine audio response service, a separate personal access code will be assigned to you. You can use your personal access code, along with your account number, to access your accounts and perform the following transactions:

- Check withdrawals from your Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, Rebuild Checking, No Dividend Checking, or HSA Checking
- Transfers between your Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, Rebuild Checking, No Dividend Checking, or HSA Checking
- Transfers from your loan account to your Spartan Saver/ Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, Rebuild Checking, No Dividend Checking, or HSA Checking

- Transfers from your checking account to make a loan payment
- Transfers from your account to another account with us that you own or own jointly with another member
- Obtain balance information on specified savings, checking, or loan accounts you have with us\*
- Determine if a particular item has cleared\*
- Determine savings and loan rates\*

#### **Visa Debit Card and ATM Point-of-Sale Transactions**

- Use of your ATM or Visa Debit Card when making a purchase of consumer goods from a merchant that uses the card in an electronic terminal is an electronic funds transfer. Funds to cover your purchase will be deducted from your checking account. For more information on debit card purchases and how they may affect your available balance, please refer to the Membership and Account Agreement.

#### **Automated Teller Machine (ATM) Transactions**

If you have an ATM or Visa Debit Card for which we have issued a PIN, you can use any of the ATM networks to conduct transactions as follows:

- Deposits to your Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, No Dividend Checking, or HSA Checking
- Cash withdrawals from your Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, Rebuild Checking, No Dividend Checking, or HSA Checking
- Cash advances on your Instant Cash Line of Credit, Visa Credit Card, or Home Equity Line-of-Credit
- Transfers between any of the following: Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, No Dividend Checking, HSA Checking, Instant Cash Line of Credit, Visa Credit Card, or Home Equity Line-of-Credit
- Obtain balance information on specified savings, checking, or loan accounts you have with us\*

#### **Digital Banking Transactions**

If you are provided access to our digital banking program called ComputerLine®, you can use it to perform the following electronic funds transfers 24 hours a day (service may be interrupted for short periods for data processing):

- Check withdrawals from your Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking / Totally Gold Checking, Money Market Checking, Rebuild Checking, No Dividend Checking, or HSA Checking
- Transfers between your Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, Rebuild Checking, No Dividend Checking, or HSA Checking
- Obtain balance and transaction information for your Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, Rebuild Checking, No Dividend Checking, HSA Checking, IRA and Certificate Accounts\*
- Make loan payments from your Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, Rebuild Checking or No Dividend Checking
- Preauthorize debits for payment of certain bills

#### **Mobile Application Transactions**

If you are provided access to our mobile application, you can use it to perform the following electronic funds transfers 24 hours a day (service may be interrupted for short periods for data processing):

- Transfers between your Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, Rebuild Checking, No Dividend Checking, or HSA Checking
- Obtain balance and transaction information for your Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, Rebuild Checking, No Dividend Checking, HSA Checking, or IRA and Certificate Accounts\*
- Make loan payments from your Spartan Saver/Grizzly Saver, Junior Spartan Saver/Junior Grizzly Saver, No Dividend Savings, Savings Builder, IMMA, Summer Pay, Classic Checking, Totally Green Checking/Totally Gold Checking, Money Market Checking, Rebuild Checking or No Dividend Checking

#### **Member2Member<sup>SM</sup> Transactions**

If we provide you with access to conduct Member2Member (M2M<sup>SM</sup>) transactions, you can use this service to transfer available funds from your account(s) to the account of another MSUFCU account holder by using the member's email address or phone number. To use M2M transactions, you must sign in to your account through our mobile application or digital banking program. It is your responsibility to ensure you have provided the correct email address or phone number of the intended recipient.

Once you have signed in and accessed M2M transactions, you will be prompted to provide your funds transfer instructions, including but not limited to:

- Selection of email or text message as the method you wish to use to initiate a notice to your recipient and the recipient's email address or phone number
- Name of the individual the funds will be transferred to

- Dollar amount to be transferred

Funds are immediately withdrawn from your account upon submission. Any unclaimed funds will be returned to your account after seven days.

### **Share Draft/Checking Conversion Transactions**

- This is a transfer through an automated clearing house (ACH) when you provide a paper check to certain merchants or other payees that enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at point of sale (POS), or is mailed to a merchant or other payee or lockbox and later converted to an electronic funds transfer; or whether the share draft is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied — for example, by the posting of a sign.

We may make additional types of electronic funds transfer services available to you in the future. We may also discontinue one or more, or all, of our electronic funds transfer services available to you.

\* These transactions are NOT electronic funds transfers.

### **5. Excluded Transactions**

The terms and conditions of this disclosure only apply to those services and transfers that are electronic funds transfers as described in Section 4. The terms and conditions of this disclosure do not apply to other transactions that, although electronic in nature, do not constitute electronic funds transfers described in that section.

### **6. Charges for Electronic Funds Transfers**

There are certain charges for electronic funds transfer services we offer that you agree to pay. For a current listing of all applicable service charges, see our current Schedule of Service Charges, which is incorporated by reference into this disclosure and the receipt of which you hereby acknowledge.

When you use an ATM not owned by us, the ATM operator may assess a charge for any network used, and you may be assessed a charge for a balance inquiry even if you do not complete the funds transfer. You understand and agree that the ATM operator may assess multiple charges for multiple transactions (for example, a charge for a balance inquiry and a charge for a funds transfer) during the same ATM session. You also acknowledge and agree that, as disclosed on our Schedule of Service Charges, we may charge you a non-CO-OP Network ATM charge for each inquiry and each transaction at such an ATM and that multiple charges could be charged during the same ATM session. You further understand that non-CO-OP Network ATMs are those not owned and operated by us or third parties participating in the CO-OP Network.

### **7. Documentation of Transfers**

- You can receive a transaction receipt at the time you make any transfer to, from, or between your account(s) using an ATM.
- If you have arranged to have direct deposits (which are electronic funds transfers as described in Section 4) made to your asset account(s) at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You may visit any branch, call us at 517-333-2424 or 800-678-4968, or access your transaction history via our digital banking program, MoneyLine, or our mobile application, to find out whether the deposit has been made.
- You will get a statement every month if you have authorized any electronic funds transfer service described in Section 4. If no electronic funds transfer occurs in a particular calendar quarter, you will still receive a statement for that quarter. However, for an asset account to which you have authorized no electronic funds transfers other than preauthorized credits, you will get a statement quarterly.
- Periodic statements we send you on accounts that are subject to electronic funds transfers described in Section 4 and transaction receipts issued by an ATM are admissible evidence.
- Your right to documentation as set forth above in this section does not apply when the electronic funds transfer occurs outside of the United States.

### **8. Stopping Payment of Transfers From Your Account(s)**

The following rules apply only to electronic funds transfers as described in Section 4 of this disclosure.

If you have arranged for regular automatic payments out of your account, you can submit a request to stop any of these payments by writing to us through the messaging platform in our digital banking program, calling the phone number provided in Section 29 of this disclosure at least three business days before the payment is scheduled to be made, or by visiting any of our branches.

There is a charge for each stop payment order. We reserve the right to impose a reasonable charge, or to increase such charges, in the future. Please see our Schedule of Service Charges to determine the current stop payment charge.

If these regular payments 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 your 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. If so, you must make the necessary arrangements with the person you are going to pay.

If we receive your order(s) for us to stop one of these payments in the manner described within this section and we do not do so, we will be liable for your losses or damages. Business days are defined in Section 16 of this disclosure.

In addition to requesting a stop payment on recurring automatic payments, you can also request a stop payment on one-time preauthorized transfers by writing to us through the messaging platform in our digital banking program or by calling the phone number provided in Section 29 of this disclosure. There is a charge for each stop payment order that is placed. Please see our Schedule of Service Charges to determine the current stop payment charge.

### **9. Disclosure of Information to Third Parties**

We will disclose information concerning your account(s) and electronic funds transfers described in Section 4, as provided by law and described in our Privacy Policy. Reasons we may disclose information concerning your account(s) or electronic funds transfers include, but are not limited to: verifying or completing an electronic funds transfer, verifying the existence of your account(s), investigating improper use of your account(s), or with your written signed consent (including your electronic signature through an electronic signature process).

### **10. In Case of Error or Questions about Your Electronic Funds Transfers as Described in Section 4**

Your statement will include any transactions performed by ATM, our digital banking program, and our mobile application, as well as any check

conversions (i.e., conversions of check payments into electronic payments that are processed through the Automated Clearing House). Contact us at the phone number or address set forth in Section 29, through the messaging platform in the digital banking program, or by letter sent to the address provided in Section 29 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 your statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

When contacting us:

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. In Section 16 of this Electronic Funds Transfer Agreement and Disclosure, we list our business days.

We will determine whether an error occurred within 10 business days (five business days for a Visa Debit Card point-of-sale transaction and 20 business days if the transfer involves an account open less than 30 days) after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days (if you give notice of an error within 30 days of opening an account; notice of an error involving a point-of-sale transaction; or notice of an error involving a transaction initiated outside of the United States, its possessions, and territories, we will have 90 days instead of 45) to investigate your complaint or questions. If we decide to do this, we will provisionally credit your account within 10 business days (five business days for a Visa Debit Card point-of-sale transaction and 20 business days if the transfer involves an account open less than 30 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 send your complaint or questions in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask us for copies of the documents that we use in our investigation, and we will furnish them to you.

#### **11. Liability for Failure to Make Electronic Funds Transfer**

If we do not complete an electronic funds transfer, as described in Section 4, to or from your account(s) on time or in the correct amount according to our written agreements with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for the following:

- If, through no fault of ours, the available balance in your account is insufficient to make the transfer.
- If the available balance in your account, in excess of amounts you have specifically pledged to us as collateral, is insufficient to make the transfer.
- If funds in your account are subject to garnishment/levy or other legal process which prevents making the transfer.
- If we have, because of your default, exercised our rights against the funds in your account.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transaction does not have enough cash or is not functioning properly, and you were aware it was not functioning properly prior to initiating a transaction.
- If, through no fault of ours, your card is damaged.
- If you use or try to use your card or your PIN after your right to use it has been canceled.
- If circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.

We will also be excused from such liability if you fail to observe the terms and conditions of this Electronic Funds Transfer Agreement and Disclosure, our MoneyLine program, our digital banking program, our mobile application, or other agreements with you, as they relate to electronic funds transfers.

#### **12. Liability for Accuracy of Data**

We will not be responsible to you for any claims, damages, losses, or expenses arising out of the preparation or delivery of data input for electronic funds transfers and credit or debit entries prepared by your employer or other person or company authorized to do so. In all cases, we will be entitled to rely upon the accuracy and correctness of this data input prepared by your employer or other authorized person or company, and we will have no obligation to investigate or determine the accuracy or authorization of this data input or the electronic funds transfers directed by your employer or other person or company authorized by you to do so.

#### **13. Consumer Liability for Unauthorized Use**

If you furnish another person with your ATM card and PIN, MoneyLine Personal Access Code, checkbook, a check, or digital banking password (collectively, "access device"), you will be responsible for all electronic funds transfers initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers of an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers. Until you have notified us in writing, you will be liable for all transfers initiated by that person.

Tell us AT ONCE if you believe your access device has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Contacting us immediately by phone, electronic message, or at any branch may help to minimize your potential loss. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your access device, you can lose no more than \$50 if someone used your card without your permission.

If you do not tell us within two business days of learning of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days of the applicable statement being mailed (or within 60 days of the notification date for the applicable eStatements), 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. If you believe your access device has been lost or stolen or that someone has transferred money from your account without your permission, or may be about to do so, contact us at the phone number, website, or address as provided in Section 29 IMMEDIATELY.

#### **14. Special Unauthorized Use Liability Rule for Visa Debit Card**

Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Debit Card. This additional limit on liability does not apply to ATM transactions, transactions using your PIN that are not processed by Visa, or to commercial cards.

#### **15. Reversing Electronic Funds Transfers**

For electronic funds transfers that are point-of-sale transactions of \$50 or more for goods or services and made with a debit or ATM card at a participating merchant, Michigan law provides you with a right to request a reversal of such transfer and to have your account credited with the full amount of the transfer if: (1) you tell us to make such reversal during our posted business hours within four calendar days following the date of the transfer, (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 to the third party involved.

If you notify us in writing, you MUST contact us at the address set forth in Section 29 or submit a written request to us through the messaging platform in our digital banking program IMMEDIATELY.

If you notify us orally (in person or by calling the phone number in Section 29) that you want such a transfer reversed, you must also send us a written confirmation of your reversal request that includes your notice of attempted resolution of the dispute with the third party and your written assurance to return any returnable goods involved to the third party. We must receive this written request within 14 calendar days of the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests. If written notification is not furnished within 14 calendar days following the oral notification, we shall reinstate the original debits and credits involved in the transaction to the extent of your available account balance.

#### **16. Business Days**

Business days for our offices are as follows: Monday through Friday, excluding federal banking holidays. We reserve the right to change our business days and hours at any of our branches.

#### **17. Regulatory Agency**

If you believe we may have violated the Michigan law regulating electronic funds transfers (Michigan Public Act No. 322 of 1978) you may contact:

State of Michigan  
Department of Insurance and Financial Services  
PO Box 30220  
Lansing, MI 48909

#### **18. Location of ATMs**

The number and locations of the ATMs we own or operate is subject to change at any time. Locate CO-OP ATMs by visiting our website at [msufcu.org](http://msufcu.org) or using our mobile application.

#### **19. Card Ownership**

All cards, PINs, and passwords we provide are our property. We may, without liability or notice, revoke, cancel, or limit any or all use of the card privileges afforded in this Electronic Funds Transfer Agreement and Disclosure for good cause, and you will surrender the card to us or destroy the card immediately upon demand. If this Electronic Funds Transfer Agreement and Disclosure is terminated, you agree to surrender the card to us or destroy the card. The primary account owner is responsible for all cards issued to the primary account owner, as well as any cards issued to joint account owners, if applicable. If joint owners are removed from the account, it is the responsibility of the primary account owner to recover and destroy (or surrender to us) all cards. Any transaction performed by a joint owner after the joint owner has been removed from the account shall be considered an authorized transaction for which the primary account owner is responsible, until the primary account owner has notified us in writing that the joint owner is not authorized to perform transactions or the card(s) has been surrendered to us or destroyed.

#### **20. Secrecy of PIN**

If we have issued a PIN or password to you, or if you have selected your own MoneyLine Personal Access Code or digital banking or mobile application password, you agree to keep your PIN and password secret. You also agree not to write the PIN on your ATM card nor on any item you keep with your card.

#### **21. Limitations of Electronic Funds Transfer**

There is no limitation on the number or dollar amount of deposits, payment transactions, or transfers between accounts you may make at an ATM during its 24-hour operating cycle. To protect against possible losses, however, there are limitations on how much cash you can obtain from the machines during a single cycle or purchases made via point-of-sale transactions.

The following daily cash and purchase limits apply to use of a card we issue to you:

- The amount of cash that may be obtained by using your ATM card at an ATM is limited to \$1,000 per day (\$200 limit when the machine is offline).
- The amount of cash and purchases using your card at a POS terminal is limited to \$1,000 when your account has been open for less than six months, and \$2,500 when your account has been open for more than six months (\$200 limit when the machine is offline).

All limitations in this section are subject to the verified balance in the account(s).

In cases where a card has been authorized for obtaining cash advances from ATMs or on a loan account, the maximums mentioned above include such cash advances.

We reserve the right to change these limitations on use of the machines at any time.

In addition to the dollar amount limitations listed above for cash withdrawals using your card or Visa Debit Card, you have the option to limit the amount of cash that can be withdrawn by your card to \$50 per day or some other amount acceptable to us. To activate this option, please contact us using the contact information provided in Section 29.

#### **22. Crediting of Deposits and Payments**

Deposits or payments made at an ATM, whether in cash, by check, or through money order, are subject to verification, and the posting of such deposits and payments to savings, checking, or loan accounts may be delayed until they can be collected from the machine, verified, and entered into our accounting system. 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 or money order in the machine as a deposit or payment, it is subject to collection in accordance with the Membership and

Account Agreement and our Truth in Savings and Funds Availability Policy as was disclosed to you upon opening your account and as may have since been amended.

### **23. International Transactions**

When you use your Visa Debit Card, Platinum Visa Credit Card, or ATM card for international transactions (transactions initiated at an ATM or Interactive Teller Machine (ITM) that dispenses currency other than U.S. dollars or transactions with a merchant that processes the transaction in a country other than the United States), an international transaction charge will be assessed (International Service Assessment). You agree to pay a 1.00% international transaction charge for ATM and point-of-sale (i.e., PIN-based) transactions and a 3.00% international transaction charge for all other international transactions and cash advances. The charge will be assessed on international transactions if a currency conversion does take place or if the transaction is processed in U.S. dollars.

When you use your card at a merchant that settles in, or at an ATM that dispenses currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a wholesale market rate or the government-mandated rate in effect the day before the processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The International Transaction Charge will be calculated after the transaction has been converted to U.S. dollars. You understand and agree that international transactions include internet and other transactions initiated in the U.S. with a merchant who processes the transaction in a foreign country, and you acknowledge that international transaction charges may be charged in such situations.

### **24. Advisory Against Illegal Use**

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

### **25. Governing Law**

This Electronic Funds Transfer Agreement and Disclosure is governed by our bylaws, federal laws and regulations, state laws and regulations, and local clearing house rules, as may be amended from time to time. You consent and agree that any dispute regarding this Electronic Funds Transfer Agreement and Disclosure shall be subject to the exclusive jurisdiction and venue of the appropriate state court in Clinton County, Michigan, or the Federal District Court for the Western District of Michigan. Notwithstanding the foregoing or any other provision of this Electronic Funds Transfer Agreement and Disclosure, the Arbitration Agreement in the Membership and Account Agreement applies to disputes regarding this Electronic Funds Transfer Agreement and Disclosure, and the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of the Arbitration Agreement.

### **26. Enforcement**

You agree that you will be liable to us for any loss, cost, or other expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions set forth in this Electronic Funds Transfer Agreement and Disclosure and as we may amend from time to time. You authorize us to deduct any loss, cost, or other expenses, including reasonable attorney's fees, for any action we may take to enforce this Electronic Funds Transfer Agreement and Disclosure from any account you hold with us.

### **27. Amendments, Termination**

We reserve the right to amend this Electronic Funds Transfer Agreement and Disclosure in any manner and at any time. If we do so, we will give you such notice as we deem to be reasonable under the circumstances. However, in specific cases when required by law, we will give you at least 21 days advance written notice. We also reserve the right to terminate this Electronic Funds Transfer Agreement and Disclosure by sending a notice of such termination by mail to your last known address on our records, which notice shall be effective when mailed.

### **28. Termination of Prior Agreements**

This disclosure terminates and takes the place of any disclosure or agreement related to Electronic Funds Transfer laws we have previously furnished to you for MSUFCU or Oakland University Credit Union products and services.

### **29. Contact Us**

**Michigan State University Federal Credit Union**  
3777 West Road  
East Lansing, MI 48823  
800-678-4968  
[msufcu.org/contact](http://msufcu.org/contact)