



Electronic Funds Transfer Agreement and Disclosure

Oakland University Credit Union makes available to members various electronic funds transfer services, made possible by our advanced electronic data processing system. Some of these transfers are made by use of ATM, credit, or debit cards that we issue. Other transfers are made by use of a phone through the MoneyLine program; a check converted into an electronic debit; through ComputerLine — our account management system by use of a personal computer; or through Gold on the Go for mobile or the OUCU Mobile app by use of an internet-enabled mobile device.

If we also provide a personal identification number ("PIN") to a member, ATM cards can be used, together with the PIN, in various automated teller machine (ATM) networks to make electronic fund transfers to, from, or between one or more of your accounts at OU Credit Union. We issue different plastic cards that can be used in this manner, including Visa Debit Cards and Visa Credit Cards. In this disclosure, we call the cards simply "ATM cards" because they can be used in automated teller machines, and we sometimes refer to these different automated teller machines as simply "ATMs." Your card and PIN may also be used to make purchases of goods and services at participating merchant locations.

We will, upon request, issue you a MoneyLine Personal Access Code, which you can use with a touch-tone phone to make electronic funds transfers to, from, or between one or more accounts at OU Credit Union by following the rules and procedures of our MoneyLine program.

We will, upon request, issue you a ComputerLine password, which you can use with an internet connection to make electronic funds transfers to, from, or between one or more accounts at OU Credit Union following the rules and procedures of our ComputerLine program. You may also use your ComputerLine password to make electronic funds transfers to, from, or between one or more accounts at OU Credit Union following the rules and procedures of the OUCU Mobile app.

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

This is a disclosure and a contract. That is, 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 ATM cards, the PINs, and the passwords, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement
- If you already have an ATM card and PIN provided by us and you use them to make such transactions after receipt of this agreement
- If you ask us to provide you with a PIN and you thereafter use it, together with an ATM card we have issued, to make such transactions
- If we issue a personal access code at your request and you use it to make transactions through our MoneyLine program
- If we issue a password at your request and you use it to make transactions through ComputerLine or the OUCU Mobile app

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

Although your account(s) may be subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, insofar as "over-the-counter" and other nonelectronic transactions are concerned.

In this disclosure, "you" and "your" include the plural in cases where two or more persons have an interest in a single account affected by an electronic funds transfer service. "We" or "us" refers to Oakland University Credit Union.

This disclosure is being furnished to all of our members. Members who have not authorized any electronic access to any of their OU Credit Union account(s) when they receive this disclosure need not concern themselves with it.

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, COMPUTERLINE ONLINE BANKING, GOLD ON THE GO FOR MOBILE, THE OUCU MOBILE APP, OR OTHERWISE.

1. Accounts Affected: Each of the following types of OU Credit Union accounts can be affected by some kind of electronic funds transfer service:

- Holiday/Vacation Savings Account
- Insured Money Management Account (IMMA)
- Junior Grizzly Saver
- Grizzly Saver
- Summer Pay
- Classic Checking
- Health Savings Checking Account (HSA)
- Money Market Checking
- Rebuild Checking
- Totally Gold Checking
- Individual Retirement Account (IRA)
- Loan Account

These types of accounts are sometimes referred to in this disclosure as "asset account(s)" or simply as your "account(s)."

As is your right, you have previously designated which of your account(s) you want to be subject to any particular type of electronics fund transfer service. You may change those instructions in the future, and we will follow your new directions to the extent our electronic funds transfer programs permit at that time.

- 2. Account Agreements:** The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.
- 3. Minimum Balance:** You must always maintain a minimum of \$5.00 in your 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 Fund Transfer Services:** At the present time, you can authorize the following types of electronic funds transfers to or from your asset account(s)

at OU Credit Union:

Transfers TO Your Account(s) (Credits):

- Direct deposit of payroll deductions or net paychecks from Michigan State University or Oakland University or any other employer who has agreed to send such deposits to us (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, unless that other person is an immediate family member and the transfer was not requested by you
- Transfer to your account(s) from your other asset or loan accounts that we make at your request via an overdraft line of credit, MoneyLine, ComputerLine or the OUCU Mobile app

Transfers FROM Your Account(s) (Debits):

- Your home mortgage payment, insurance premiums, and utility bills, as well as 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 who is not a member of your immediate family
- 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, ComputerLine, or the OUCU Mobile app
- 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 Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Transfers between your Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Transfers from your loan account to your Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, Rebuild 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 who uses the card in an electronic terminal is an electronic fund transfer. Funds to cover your purchase will be deducted from your checking account.

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 automated teller machine networks to make transactions as follows:

- Deposits to your Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, or HSA Checking
- Cash withdrawals from your Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Cash advances on your Instant Cash Line-of-Credit, Visa Line-of-Credit, or Home Equity Line-of-Credit
- Transfers between any of the following: Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market 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*

ComputerLine Transactions:

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

- Check withdrawals from your Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Transfers between your Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, Rebuild Checking, or HSA Checking

- Obtain balance and transaction information for your Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, Rebuild Checking, HSA Checking, IRA and Certificate Accounts*
- Make loan payments from your Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, or Rebuild Checking
- Preauthorize debits for payment of certain bills

OUCU Mobile App Transactions:

If you are provided access to the OUCU Mobile app, you can use the it to perform the following electronic fund transfers 24 hours a day (service may be interrupted for short periods for data processing):

- Transfers between your Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, Rebuild Checking, or HSA Checking
- Obtain balance and transaction information for your Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, Rebuild Checking, HSA Checking, or IRA and Certificate Accounts*
- Make loan payments from your Grizzly Saver, Junior Grizzly Saver, IMMA, Summer Pay, Classic Checking, Totally Gold Checking, Money Market Checking, or Rebuild Checking

Member to Member Transactions:

If we provide you with access to conduct Member to Member (M2M) transactions, you can use this service to transfer available funds from your account(s) to another OU Credit Union member account(s) by using the member's email or phone number. To use M2M transactions, you must sign in to your account through the OUCU Mobile app or ComputerLine. 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 OU Credit Union 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:

- A transfer through an automated clearing house (ACH) when you provide a paper check to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the 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.

You have previously told us which of these electronic funds transfer services you want to use. You can discontinue use of any such service whenever you want. If you begin using a different electronic funds transfer service after receipt of this disclosure, we must be notified of the account(s) to be affected.

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

*These transactions are NOT electronic funds transfers.

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

6. Fees for Electronic Funds Transfers: There are certain fees and charges for electronic fund transfer services we offer which you agree to pay. For a current listing of all applicable fees and charges, see our current Fee Schedule, 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 charge you a fee for any network used, and you may be charged a fee for a balance inquiry even if you do not complete the funds transfer.

7. Limitations on Electronic Funds Transfers: We describe the types of electronic funds transfers you can make through our various electronic funds transfer services in Section 4. With respect to certain accounts, there are limitations as to how many automatic transfers you are allowed to make to third parties (e.g., mortgage payments or insurance premiums). No more than six such transfers may be made from these accounts during any single statement period. Please refer to your Truth-in-Savings Disclosure to determine if this account limitation applies. Aside from that limitation, and as to transactions other than those made at an ATM, there are, at the present time, no limitations as to how often you can make electronic funds transfers, nor is there any restriction as to the dollar amount of any one electronic funds transfer. We reserve the right to impose any such restrictions in the future as we deem reasonable. Please refer to Section 22 for limitations that apply to ATM and Point-of-Sale transactions.

8. 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 248-364-4708 or 800-766-6828, or access your transaction history via ComputerLine, MoneyLine, Gold on the Go for mobile, or the OUCU Mobile app 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 quarterly 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. On any account considered dormant, a

statement will be sent to you annually.

- Periodic statements we send you on accounts which 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.

9. 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 stop any of these payments. Call us at 800-766-6828 or 248-364-4708, visit any branch location, contact us online at oucreditunion.org, or write us:

Oakland University Credit Union
3777 West Road
PO Box 1208
East Lansing, MI 48826-1208

in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, you will be required to put your request in writing and get it to us within 14 days of your call.

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 Fee Schedule to determine the current stop payment fee.

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 you order us to stop one of these payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

In Section 17 of this disclosure, we will tell you what our business days are.

10. Disclosure of Information to Third Parties: In the ordinary course of business, we will only disclose information concerning your account(s) or electronic fund transfers described in Section 4 affecting your account(s):

- As provided by law
- With your written consent
- To furnish credit information under the federal Fair Credit Reporting Act
- If necessary to verify or complete an electronic fund transfer
- To verify the existence of your account(s)
- If the information relates to improper use of your account(s)

11. In Case of Error or Questions about Your Electronic Funds Transfers as Described in Section 4: Contact us at the phone number or address set forth in Section 9 as soon as you can if you think your statement (which will include ATM, MoneyLine, check conversions, ComputerLine, Gold on the Go for mobile, and the OUCU Mobile app transactions) 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 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 17 of this agreement, we list our business days.

We will tell you the results of our investigation 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, however, 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 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 put your complaint or questions in writing and we do not receive it within 10 business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within three business days of finishing our investigation.

You may ask us for copies of the documents that we use in our investigation, and we will furnish them to you. We may, in such cases, require payment of a nominal charge for such copies.

12. 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 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, you do not have enough money available in your account to make the transfer
- If there is not enough money in your account, in excess of amounts you have specifically pledged to us as collateral, 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 ATM card is damaged
- If you use or try to use your ATM 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 agreement, our MoneyLine program, ComputerLine, Gold on the Go for mobile, the OUCU Mobile app, or our account agreements with you, as they relate to electronic funds transfers.

13. 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 fund transfers directed by your employer or other person or company authorized by you to do so.

14. Consumer Liability for Unauthorized Use: If you furnish another person with your ATM card and PIN, MoneyLine personal access code, checkbook, a check, or ComputerLine password (collectively, "access device"), you will be responsible for all electronic fund 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. Contacting us immediately by phone, email, 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, you can lose no more than \$50.00 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 \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days of the statement being mailed, 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 9 IMMEDIATELY.

15. Special Unauthorized Use Liability Rule for Visa Debit Card: Unless you have been grossly 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.

16. Reversing Electronic Funds Transfers: If an electronic funds transfer described in Section 4 was a payment of \$50.00 or more for goods or services, you have the right to require us to reverse such transfer and to recredit your account with the full amount of the transfer if: (1) you tell us within four calendar days of the date of the transfer to make such reversal, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned.

If you do these things in writing, you MUST send us a letter or call us at the address or phone number set forth in Section 9.

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. We must receive this letter 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.

17. Business Days: Business days for our offices are as follows: Monday through Friday, excluding posted holidays. We reserve the right to change our business days and hours at any of our branch facilities.

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

Michigan Department of Consumer and Industry Services
Office of Financial and Insurance Services
PO Box 30224
Lansing, MI 48909

19. 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 oucreditunion.org or the OUCU Mobile app.

20. Card Ownership: All ATM cards, PINs, and passwords we provide are the property of OU Credit Union. OU Credit Union may, without liability or notice, revoke, cancel, or limit any or all use of the card privileges afforded in this agreement for good cause, and you will surrender the card to OU Credit Union immediately upon demand. If this agreement is terminated, you agree to surrender the card to us. The primary member is responsible for all ATM cards issued to the member or any joint owners. If joint owners are removed from the account, it is the responsibility of the primary member to recover and surrender all ATM 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 member is responsible, until the primary member has notified OU Credit Union in writing that the joint owner is not authorized to perform transactions or the ATM card(s) has been surrendered to OU Credit Union.

21. 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 ComputerLine password, you agree to keep your PIN and password secret. You also agree not to write the PIN on your ATM card nor any item you keep with your card.

- 22. 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.

Regardless of the number of cards we may issue to you, the following daily cash and purchase limits apply to use of an ATM card or Visa Debit Card:

- The amount of cash using your ATM card at an ATM is limited to \$500.00 per day (\$200.00 limit when the machine is offline).
- The amount of cash and purchases that may be obtained by using your ATM card at a POS terminal is limited to \$1,000.00 when your account has been open for less than six months, and \$2,500.00 when your account has been open for more than six months (\$200.00 limit when the machine is offline).

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

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

There is a minimum \$50.00 on Visa cash advance transactions performed at ATMs.

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

- 23. Responsibility for Overdraft:** If you obtain cash from an ATM which creates an overdraft in your savings account, the overdraft amount is due and payable the moment you get it and you agree to pay the full amount of it to us. You also authorize us, in such a case, to apply from any other shares you may have at OU Credit Union such amount as may be necessary to pay such overdraft amount. If the overdraft is created in your checking account, (1) a transfer will be made from your other share account(s) to cover the overdraft, in accordance with your checking account agreement with us, (2) an advance on your line-of-credit loan account with us will be made to cover the overdraft and you will repay that advance in accordance with the terms and conditions of your line of credit plan, or (3) if you do not have a line of credit with us but qualify for our overdraft Courtesy Pay program, we may cover the overdraft and assess a fee as disclosed in our Fee Schedule. If there are not sufficient funds to make a transfer according to (1) or (2) of this sentence, or if you do not qualify for overdraft Courtesy Pay, then such overdraft will be paid to us as provided in the first sentence of this section.
- 24. Crediting of Deposits and Payments:** Deposits or payments made in 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 your account agreement with us and our Funds Availability Policy as was disclosed to you upon opening your account and as may have since been amended.
- 25. International Transactions:** When you use your Visa Debit Card, Platinum Visa Credit Card, or ATM card for international transactions, a fee will be assessed. You agree to pay a 1.00% international transaction fee for ATM and point-of-sale (i.e., PIN-based) transactions and a 3.00% International Transaction Fee for all other international transactions and cash advances. The fee 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 Visa Debit Card, Visa Credit Card, or ATM 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 Fee will be calculated after the transaction has been converted to U.S. dollars.
- 26. Advisory Against Illegal Use:** You agree not to use your card(s) for illegal gambling or other illegal purposes. 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.
- 27. Governing Law:** This Electronic Funds Transfer Agreement and Disclosure is governed by the bylaws of Oakland University Credit Union, federal laws and regulations, state laws and regulations, and local clearing house rules, as may be amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the appropriate court in Ingham County or the Federal District Court for the Western District of Michigan.
- 28. 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 Agreement 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 Agreement from any account you hold at Oakland University Credit Union.
- 29. Amendments, Termination:** We reserve the right to amend this disclosure (Agreement) 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 disclosure (Agreement) by sending a notice of such termination by first-class mail to your last known address on our records, which notice shall be effective when mailed.
- 30. 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 21 days after we mail it to you.