

Electronic Fund Transfer Agreement:

This agreement is between the Credit Union Member (designated as “you, your”, which includes the plural in cases where two or more persons have an interest in a single account affected by an “electronic fund transfers” service) and Wexford Community Credit Union (designated as “we, us, our”):

Dear Member:

Wexford Community Credit Union offers you various electronic fund transfer services, made possible by our advance electronic data processing system. This Electronic Fund Transfer Agreement describes the types of electronic fund transfer (“EFT”) services that we provide. This Agreement should be reviewed carefully, since it informs you of the terms and conditions which apply to these services. Should any inconsistencies exist between these terms and conditions and the general rules and regulations of your deposit account(s) (all open suffixes from a base account are referred to as accounts), these terms and conditions govern with regard to EFT services.

This disclosure is furnished to you as a member of Wexford Community Credit Union. It meets the requirements of both the federal and Michigan statutes relating to “electronic fund transfers.” It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such “electronic fund transfers” are made by use of an AUTOMATED TELLER MACHINE or in any other manner. Please keep this Agreement for future reference.

We have also provided, and will provide from time to time, plastic AUTOMATED TELLER (ATM) or Debit MasterCard® (which are referred to throughout this disclosure as “ATM/Debit Cards” or simply “Cards”) to a certain number of members. When a secret Personal Identification Number (“PIN”) is also provided to a member, the ATM/Debit Cards and PIN can be used in any one of a number of AUTOMATED TELLER MACHINES to make “electronic fund transfers”. Transfers can be made to, from, or between one or more account suffixes related to the base account at the credit union. Simply follow the instructions at the machine.

This disclosure is a contract. The terms and conditions set out here are binding on you and on us as to the making of such “electronic fund transfers” and the used of the ATM/Debit Card and PINs in the following cases:

- If you use the account(s) covered by this disclosure after the receipt of this agreement.
- If you already have an ATM/Debit Card and PIN provided by us and you use them to make such transaction after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with an ATM/Debit Card, to make such transactions.

In such cases, your use of the account(s) may be subject to “electronic fund transfers”, and in that regard are subject to the terms and conditions of this disclosure, and you may continue to use those account(s) to the same extent and in the same manner that you have in the past, insofar as “over-the-counter” and other non-electronic transactions are concerned.

THE FOLLOWING SECTIONS RELATE TO ALL “ELECTRONIC FUND TRANSFERS” AFFECTING YOUR ACCOUNT(S) WHETHER MADE BY USE OF AN ATM/DEBIT CARD OR OTHERWISE

1. Accounts Affected: “Electronic Fund Transfers” can affect each type of account the credit union offers – Individual, Organization, and Courtesy Accounts, i.e. Business, Trust, Payee, etc. Each of the following types of accounts or suffixes in the credit union can be subject to some kind of “electronic fund transfer” service:

Regular Shares	Youth Savings
Other/Escrow Savings	Cadillac Savings
Share Draft/Checking	Mitchell Savings
VISA Shares	Christmas club
Loans	IRAs

These types of accounts are sometimes referred to in this Agreement as “asset account(s)” or simply as “account(s).” You have preciously designated which of your account(s) you want to be subject to a particular type of electronic fund transfer service. You may change those instructions in the future, and we will follow your new wishes to the extent our electronic fund transfer programs permit at that time.

2. Account Agreements: The terms and conditions of the account agreements relating to your account(s) 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 a regular share or base account to be entitled to make, by use of AUTOMATED TELLER MACHINE or otherwise, “electronic fund transfers” affecting your account(s). PINs for use with ATM/Debit Cards will not be issued to members who are not in “good standing”. We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.

4. Electronic Fund Transfer Services: At the present time, the following types of electronic fund transfers to or from your account(s) in the credit union may be authorized:

Transfer TO your account(s) (credits):

- Direct deposits from employers who have agreed to send such deposits to us.
- Direct deposit of various governmental benefits.
- DIRECT DEPOSITS – If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.
- Deposit(s) from any third party through the facilities of the Payment Authority of which we are a member.)
- Automatic transfers to your account(s) from another person’s account with us.

Transfers FROM your account(s) (debits):

- Automatic deduction from your account of premium for insurance coverage available only to our members.
- Payments of your house mortgage payments, insurance payments, and utility bills, as well as other types of payments to third parties, through the facilities of the Payment Authority.
- Automatic transfers from your account(s) to another person’s account with us
- Automatic transfers from your account(s) to make payments on another person’s loan owing to us.

Automated Teller Machine (ATM) Transactions: If you have an ATM/DEBIT card for which we have issued a Personal Identification Number (PIN), you can use it to make any or all of the following transactions at most Automated Teller Machine:

- Deposits to Regular Share account, and Share Draft/Checking account.
- Cash withdrawals from your Regular Share account and Share Draft/Checking account.
- Transfer of funds (non-cash) between Shares, Share Draft, and Line of Credit.
- Verify balances in specified savings, checking, or loan accounts that you have with us. (Those are not “electronic fund transfers”.)

Electronic Check Conversion:

A transfer through an automated clearing house when you provide a check to certain merchants or other payees that enable the merchants or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially, completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox, and later converted to an electronic fund transfer, or whether the check is retained by the consumer, the merchant or other payee, or the payee’s financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign. Your authorization is also given to these same merchants or other payee who display signs about return check fees for non-sufficient funds regardless if merchant or other payee processed original check or draft as an electronic fund transfer.

Illegal Use:

You understand and agree that you may not use any of our electronic fund transfer services for any illegal purpose.

Point of Sale Transactions: Your ATM/DEBIT card may be used to purchase goods or services from merchants who have arranged to accept your ATM/DEBIT card as means of payment. These merchants are collectively referred to as “Participating Merchants” and will display a logo or other symbol, which identifies them as a merchant who will accept your card. Purchases made with your ATM/DEBIT card, including any purchases where you receive cash back are referred to as “point of sale” transactions or “POS” transactions, and will cause your share draft account to be debited for the purchase. Only share draft accounts

may be used in connection with point of sale transactions performed with your ATM/DEBIT card.

Telephone Audio Response Services and/or PC Home Banking: You may call the credit union to make inquiries or transfer funds between your accounts or to another Wexford Community Credit Union member’s account; or you can use the automated response services opened 24.7 by dialing 1-800-860-5704, access 045, entering your base account number and PIN, or access our Internet Banking through either our website at [www.wexccu.com](http://www.wexccu.com) and look for the Internet Banking logo. Personal Identification Numbers for audio (4 digits) and internet (minimum of 6 alpha numeric digits) are chosen by the member during initial log-on. PC Home Banking has multilayered security and all questions pertain to the master member information.

5. Excluded Transactions: We have developed an elaborate electronic data processing system, which makes it possible to offer you many electronic services. However, some of these services do not constitute “electronic fund transfers” for the purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owing to us and automatic transfers between your own asset accounts in the credit union. The terms and conditions of this disclosure only apply to those services and transfers which “electronic fund transfers” as described in Section 4; they do not apply to other transactions, which, although electronic in nature, do not constitute “electronic fund transfers” described in that section.

6. Fees for “Electronic Fund Transfers”: We reserve the right to impose fees and to thereafter charge them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing or increasing any such fees.

Charges: All charges related to electronic fund transfers are disclosed in a separate “Services & Fee Schedule”. The credit union reserves the right to change fees as warranted but we will give you at least 21 days advance written notice before doing so.

LIABILITY- Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that we impose. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys’ fees. You agree that at our option we may suspend your membership rights if you violate the terms of this agreement.

7. Limitations on “Electronic Fund Transfers”: As to transactions other than those made at an AUTOMATED TELLER MACHINE and/or POINT OF SALE, there are no limitations as to how often you make “electronic fund transfers” as described in Section 4. Nor are there any restrictions as to the dollar amount of any one “electronic fund transfer” as long as it is at least \$1.00. We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so. Limitations at an AUTOMATED TELLER MACHINE and/or POINT OF SALE are disclosed in Section 19.

8. Documentation of Electronic Fund Transfers:

- A. You can get a transaction receipt at the time you make any transfer to, from, or between your account(s) using the AUTOMATED TELLER MACHINE, and each time you make a purchase using your ATM/Debit Card.
- B. You will get a statement every month of each asset account to which you have authorized any “electronic fund transfer” service.
- C. If you have arranged to have direct deposits made to you account at least once every 60 days from the same person or company. You can call or write us at the telephone number and address appearing on your periodic statement or as shown on this Agreement to find out whether or not the preauthorized deposit has been made to your account.

9. Your Right to Stop Payment of Pre-authorized Transfers: If you have told us in advance to make regular payments out of your account, you can stop any of these payments provided that the preauthorization was not made with the Debit MasterCard®. Here’s how:

CALL: (231) 775-2081 or 800-471-4404 (Michigan Only)

or WRITE us at: Wexford Community Credit Union  
1021 North Mitchell Street  
Cadillac, MI 49601-1610

or FAX us at: (231) 775-1321

Do this in time for us to receive your request 3 business days, or more, before the payment is scheduled to be made. If you call, you will be REQUIRED to put your request in writing and get it to us within 3-5 business days after you call.

Please consult your “Services & Fee Schedule” for the most current Stop Payment Order fee. We reserve the right to increase such fees in the future.

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 the payment would differ by more than a certain amount or would fall outside certain limits that you set.

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.

Preauthorized withdrawals with the Debit MasterCard® may have to be disputed. Regular stop payments cannot be applied. The steps REQUIRED ARE: 1. Contact the company either by telephone or in writing notifying them that the authorization has been revoked. Please allow sufficient time for preauthorization to be removed from system. 2. Watch your account for any further withdrawals from that company. 3. If withdrawals have not stopped, bring in contact information with dates and fill-out dispute claim.

Business Day: For the purpose of this Agreement, a “Business Day is defined as Monday through Friday, except Federal Holidays.

10. Reversing “Electronic Fund Transfers”: if an “electronic fund 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 re-credit your account with the full amount of the transfer, if (1) you tell us, within 4 calendar days after the date of the transfer, to make such a reversal, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned.

If you do these things in writing, you MUST send the letter to:

WRITE us at: Wexford Community Credit Union  
1021 North Mitchell Street  
PO Box 610  
Cadillac, MI 49601-1610

or FAX us at: (231) 775-1321

or CALL (231) 775-2081 or 800-471-4404 (Michigan only)

If you tell us orally that you want such a transfer reversed, you must send us a letter to confirm your reversal request, your notice of attempted resolution of the dispute, and your assurance to return any returnable goods involved. You are required to get this letter back to us within 3-5 calendar days after the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests and to increase such charges thereafter.

11. Confidentiality: In general, you agree that we may disclose information to third parties about your account or the transfers that you make:

- A. Where it is necessary for completing transfers, or
- B. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- C. In order to comply with government agency or court orders, or
- D. If you otherwise give us your written permission.

In addition, if you have a MasterCard® debit card, you agree that we may provide your personal data, to the extent allowed by law, to MasterCard®, its members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services only.

12. In Case of Errors or Questions About you “Electronic Fund Transfers”:

CALL: (231) 775-2081 or 800-471-4404 (Michigan Only)

or WRITE us at: Wexford Community Credit Union  
1021 North Mitchell Street  
PO Box 610  
Cadillac, MI 49601-1610

or FAX us at: (231) 775-1321

Do this 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 after we sent the FIRST statement on which the problem or error appeared.

- A. Tell us your name and account number, if any.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. In section 9 of this agreement, we list our business days.

We will tell you the results of our investigation within 10 business days\* after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* business days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days\* for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide there was no error, we will send you a written explanation within 3 days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

\*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

\*\*If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 to investigate.

13. Liability for Failure to Make “Electronic Fund Transfers”:. If we do not complete an “electronic fund transfer” as described in Section 4, to or from your accounts on time or in the correct amount according to our agreements with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account make the transfer.
- If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan, to make the transfer.
- If funds in your account are subject to garnishment or other legal process.
- If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you made the transfer did not have cash.
- If circumstances beyond our control, such as fire or flood, prevent the transfer, despite reasonable precautions we have taken.
- We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such “electronic funds transfers”.

14. Regulatory Agency: If you believe that we may have violated the Federal Electronic Funds Transfer Act or its implementing regulations, Regulation E, you may contact:

East Central Region  
Federal Trade Commission  
1111 Superior Avenue, Suite 200  
Cleveland, OH 44114-2507

If you believe that we may have violated the Michigan Electronic Funds Transfer Act (Michigan Public Act No. 322 of 1978), you may contact:

State of Michigan  
Department of Consumer and Industry Services  
Office of Financial and Insurance Services  
P.O. Box 30224  
Lansing, MI 48909

15. Amendments/Termination: We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances; however, in the specific cases mentioned earlier, we will give you at least 21 days advance written notice. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed.

16. Locations of Machines: The number and location of AUTOMATED TELLER MACHINES is, of course, subject to change at any time. Network: Besides being able to use your electronic funds transfer card at ATM terminals, you may access your accounts at the following networks: CO-OP Network, NYCE, Star, and Cirrus.

17. Card Ownership: All ATM/Debit MasterCard® Cards and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your Card for a transaction that would cause your available account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request.

18. Secrecy of PIN: If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM/Debit Card or on any item you keep with your card.

19. Limitations on “Electronic Fund Transfers” on AUTOMATED TELLER MACHINE and/or Point of Sale:

- You will be limited to three (3) cash withdrawals within a 24 hour period with a combined total of \$500.00 as a maximum (even if two or more ATM/Debit Cards have been issued for a single account, e.g. when a husband and wife each have a card for the same account). There are no limitations on the number or dollar amount of deposits or payment transactions you may make.

Limitations on Point of Sale:

- You will be limited to five (5) point-of-sale transactions or eight (8) with no cash withdrawals during a 24 hour period of time if transactions are done with a PIN.
- If using our Debit MasterCard® credit feature, transaction limitations may vary due to amount of transactions processing through the system.

Responsibility for overdraft: If you obtain cash from an AUTOMATED TELLER MACHINE, which creates a shortage in your account, the overdrawn amount is due and payable the moment you receive your money. You agree to pay the full amount of it to us, together with an overdrawn account charge per occurrence. You also authorize us, in such a case, to apply from your other share account any amount necessary to pay such overdraft. If the overdraft is created in your share draft account, (1) a transfer will be made from your other shared account(s) to cover the overdraft, in accordance with your share draft account agreement with us, or (2) an advance on your line of credit loan account with us will be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according to (1) or (2) of this paragraph, or if you have no overdraft protection for your share draft account, then such overdraft will be paid to us as provided in the first sentence of this section.

20. Crediting of Deposits and Payments: Deposits or payments made in an AUTOMATED TELLER MACHINE whether in cash, check, draft, or money order, are subject to verification, and the funds of such deposits and payments to share or share draft accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Deposits of any type are subject to a minimum hold of forty-eight (48) hour business-day hold. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday, or holiday on which we are closed. If you place a check, draft, or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.

21. Foreign Transactions: Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by MasterCard®. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale market rate in effect one day prior to the transaction processing date, increased by one-percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

22(A). Liability for unauthorized use: Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone else used your Card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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 period.

22(B). Special Rules for Debit MasterCard® when used for Point-of-Sale Transactions. You will not be liable for any unauthorized transactions using your MasterCard® debit card, when used for point-of-sale transactions if:

- i) You can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft;
- ii) You have not reported to us two or more incidents of unauthorized use within the prior twelve-month period; and
- iii) Your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50.00 or the amount of money, property, labor, or service obtained by the unauthorized use.

“Unauthorized use” means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions not processed by MasterCard™

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

CALL: (231) 775-2081 or 800-471-4404 (Michigan Only) or (800) 754-4218

or WRITE us at: Wexford Community Credit Union  
1021 North Mitchell Street  
PO Box 610  
Cadillac, MI 49601-1610  
IMMEDIATELY

or FAX us at: (231) 775-1321

If you believe that your Debit MasterCard® has been lost or stolen:

CALL: (800) 754-4128

or WRITE us at: Wexford Community Credit Union  
1021 North Mitchell Street  
PO Box 610  
Cadillac, MI 49601-1610  
IMMEDIATELY

or FAX us at: (231) 775-1321

23. Termination of Prior Agreements: Upon your receipt hereof, this disclosure terminates and takes the place of any “Electronic Transfer Agreement” previously furnished to you. The most current agreement can be accessed from our website at [www.wexccu.com](http://www.wexccu.com) or any member service representative can obtain a printed copy for you.

Termination of Prior Agreements

Original January 1996. (Revised May 2002) (Revised December 2004) (Revised March 2007) (Revised June 2015)

TO APPLY FOR AN ATM/DEBIT CARD

CALL: (231) 775-2081 or 800-471-4404 (Michigan Only)

or WRITE TO:

Wexford Community Credit Union  
1021 North Mitchell Street  
PO Box 610  
Cadillac, MI 49601-1610

24. Notice of regarding ATM Fees Charged by Others: When you use an ATM that is not owned by us, you may be charged a fee by the ATM operator and/or by an automated transfer network. We will separately publish a list of machines owned and operated by us from time to time.

# Electronic Fund Transfer Agreement



## Wexford Community Credit Union

*Wexford | Missaukee | Osceola*

**Cadillac Office**  
1021 North Mitchell Street  
P.O. Box 610  
Cadillac, MI 49601-0610

**Lake City Office**  
4817 S Morey Rd  
Lake City, MI 49651

**Lobby Hours**  
Monday-Thursday 8:30 - 5:00  
Friday 8:30 – 5:30

**Drive Thru Hours**  
Monday – Thursday 8:30 – 5:30  
Friday 8:30 – 6:00  
Saturday 9:00 – 12:00