

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 (5) 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 (3) 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 Fund Transfer: If we do not complete an electronic fund 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 online banking, Green on the Go® mobile banking, the MSUFUCU Mobile app, or our account agreements with you, as they relate to electronic fund 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 fund 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 location 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 (2) 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 (2) 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 telephone 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, to transactions using your PIN which are not processed by Visa, or to commercial cards.
- 16. 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 recredit your account with the full amount of the transfer if: (1) you tell us within four (4) 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 fund 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 www.msufcu.org, via Green on the Go® mobile banking, or the MSUFUCU Mobile app.
- 20. Card Ownership:** All ATM cards, PINs, and passwords we provide are the property of MSUFUCU. MSUFUCU 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 MSUFUCU 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 MSUFUCU in writing that the joint owner is not authorized to perform transactions or the ATM card(s) has been surrendered to MSUFUCU.

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 and you also agree that you will not write the PIN on your ATM card nor any item you keep with your card.

22. Limitations of Electronic Fund Transfer: There is no limitation on the number or dollar amount of deposits, payment transactions, or transfers between accounts you may make at an automated teller machine 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 that may be obtained by 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 MSUFUCU 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, check, or 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, 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 Fund Transfer Agreement and Disclosure is governed by the Bylaws of Michigan State University Federal 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 Michigan State University Federal 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 thereof 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 Fund Transfer laws we have previously furnished to you 21 days after we mail it to you.

31. Effective Date: Except as provided in Section 30, the effective date of this disclosure (Agreement) is 07/2014.



ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

