



Electronic Funds Transfer Agreement

Business Debit Card. You may use your card to purchase goods and services from participating merchants. You and any Cardholder agree that this card is for use by business owners and employees. The card can be used for business purpose point of sale and ATM transactions only. The card may not be used for personal purposes. You acknowledge and understand that the card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all cardholders that the card shall not be used for consumer purposes. We assume all transactions are for business purposes. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from approved overdraft protection accounts. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your card to:

- Make deposits to your share and checking accounts.
- Withdraw funds from your share and checking accounts.
- Transfer funds from your checking account.
- Obtain balance information for your share and checking accounts.
- Order goods or services by mail, telephone, or the Internet from places that accept MasterCard.

The following limitations on the frequency and amount of Business Debit Card transactions may apply:

- You may withdraw up to a maximum of \$500.00 in any business day from an ATM, if there are sufficient funds in your account.
- You may make pinned point of sale transactions up to the available balance in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- \$3,000.00 in unsettled signature point-of sale transactions.

Foreign Transactions. MasterCard Purchase and cash withdrawal transactions in foreign currencies will be debited from your account in U.S. Dollars. The exchange rate used to convert foreign currency transactions to U.S. Dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate MasterCard receives and the rate applicable on the date the transaction occurred or was posted to your account. A fee of .08% will be charged on all transactions completed outside of the United States, where the cardholder country code differs from the merchant country code. In addition, a fee of .02% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. Dollars.

How to use Business and Security Procedures. We will issue cards and personal identifications numbers (PIN) to you at your request. Each card will identify your business as well as the cardholder. You agree to the following security procedures. Each cardholder must sign their card before it may be used. You agree to require both a card and a PIN to be used together to obtain cash at designated ATMs. However, you may use your card to purchase goods or pay for services without a PIN. Once a card has been issued it cannot be transferred to another person. Do not reveal your card or PIN to any person not authorized by you to use your card and do not write your PIN on your card or any item kept with your card. You agree to immediately notify us when you terminate a cardholder's rights and to promptly return the card to us. You agree to provide written to all cardholders about the importance of protecting the card and PIN. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar limits assigned to each cardholder will also act as a security procedure.

Fees and Charges. There are certain fees and charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.

- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

Your Liability for Unauthorized Transfers. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your card. This means your liability for the unauthorized use of your card could be greater than the liability on a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of the Business Debit Card. Tell us at once if you believe your card or PIN has been lost or stolen or if you believe that someone may be using our card or PIN without your authority. If you do not tell us within 60 days after we send or make available to you a statement showing transfers you did not authorize, you will be liable to the extent permitted by law for any subsequent unauthorized use if we could have prevented the unauthorized use had you told us in time. Telephoning is the best way of keeping your possible losses down. Call us at:

517.267.7200 or 888.267.7200

You agree to assist the Credit Union in the investigation and prosecution of claims for the unauthorized transactions by completing the appropriate statements and reports reasonably requested by the Credit Union.

You agree that if a dispute with a merchant occurs, you will make a good faith effort to settle the dispute directly with merchant.

You agree to notify the Credit Union promptly of any user of a card who is no longer employed by you or authorized to conduct business on your behalf.

Billing Errors. In case of errors or questions about electronic funds transfers from your share and checking accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

Call us at:

517.267.7200 or 888.267.7200

or write to:

NuUnion Credit Union
501 S. Capitol Avenue
Lansing, MI 48933-2320

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made 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 fourteen (14) calendar days. If we ask you to put your complaint or question in writing and we do not receive it within fourteen (14) calendar days, we may not recredit your account.

We will tell you the results of our investigation in writing within ten (10) business days after we hear from you and we will provisionally correct the error promptly or if the correction is in an amount different than the alleged error we will explain the reason for the difference. We may take up to sixty (60) days to investigate your inquiry. Our provisional credit to your account within ten (10) business days for the amount you think is in error, allows you the use of the money during the time it takes us to complete our investigation.

We will tell you the results within three (3) business days of completing our investigation. If we decide that an error did not occur, we will send you a written explanation and we may charge back the corrected amount to your account within sixty (60) days of our notice to you. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

Governing Law. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Michigan and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located. The name and address of the governmental agency regulating the Credit Union is:

Credit Union Division
Office of Financial & Insurance Services
611 W. Ottawa, 3rd Floor
PO Box 30224
Lansing, MI 48909