

# **Electronic Fund Transfer Agreement**

**Downriver Community Federal  
Credit Union**

4320 W. Jefferson  
Ecorse, Michigan 48229

**Hours:**

Monday thru Thursday  
9:30 a.m. to 5:00 p.m.

Friday  
9:30 a.m. to 6:00 p.m.

## ELECTRONIC FUND TRANSFER AGREEMENT

This Agreement is between the Credit Union Member (designated as "you, your") and Downriver Community Federal Credit Union (designated as "we, us, our"):

### Dear Member:

This Electronic Fund Transfer Agreement describes the type 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), these terms and conditions govern with regard to EFT services. Please keep this Agreement for future reference.

### TYPES OF SERVICES

**Accounts Affected:** Each of the following types of accounts in the credit union can be subject to some kind of "electronic fund transfer" service:

- Share
- Share Draft account
- Christmas Club
- Loan Line of Credit

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

**Automated Clearing House Transfer Services:** We offer preauthorized EFT services through the Automated Clearing House System. We are able to electronically transfer funds from your account(s) to accounts at other financial institutions or receive funds electronically from other financial institutions for deposit in your account. Because you must authorize such transfers in advance, these transfers are called "Preauthorized Transfers". Some of the services offered as preauthorized transfers are direct deposit of payroll, social security and other government payments and automatic bill payment services.

**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:

#### Transfers TO your account(s) (credits):

- Deposit of payroll deductions from various employers which have agreed to send such deposits to us (contact us to see if your employer is one of them).
- Direct deposit of various governmental benefits.
- Deposit(s) from any third party through the facilities of the Automated Clearing House Association.
- 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 premiums for insurance coverage available 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 Automated Clearing House Association.
- Telephone bill payment services
- 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:

**MasterMoney Debit Card: A Debit Card & ATM Card in one.**

DCFCU's MasterMoney cards can be used anywhere MasterCard's is accepted - Retail stores, supermarkets, restaurants, gas stations and more! It's easy to pay for a purchase, simply present your MasterMoney Card. You'll enjoy the convenience of not writing checks and the safety of not carrying cash. The amount will be deducted from your checking account. I understand that I must have a DCFCU checking account in order to qualify for a MasterMoney Card.

You can use your MasterMoney Card for ATM Transactions. To do so, you must have your Personal Identification Number (PIN) to access your accounts. ATM transactions with your Master Money card are not limited to your checking account. When using it as an ATM card, your transaction amount is processed through the account you select - checking, savings, special savings, or Line-of-Credit.

If you have an ATM 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 any automated teller machine network which is a part of an electronic fund transfer service network to which we belong (Some transactions listed below may not be available to all networks.):

- Deposits to your Regular Share account and Share Draft account. Make loan payments at SC24 machines.
- Cash withdrawals from your Share Draft account and Regular Share account. Advances on pre-approved Line-of-Credit loans.
- Transfer of funds (non-cash) from your Regular Share account to your Share Draft account, from your Share Draft account to your Regular Share account or Christmas Club & Special Share at SC24 machines.
- Verify balances in specified savings, share draft, or loan accounts that you have with us at SC24 machines.

#### Point of Sale Transactions:

If you have an ATM card for which we issued you a PIN, you may also use it to purchase goods or services from merchants who have arranged to accept your ATM card as a means of payment. These merchants are referred to as "Participating Merchants" and will display a logo or other symbol which identifies them as a merchant who will accept your card, i.e. ML Pay. Purchases made with your ATM 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 amount of the purchase. Only share draft accounts may be used in connection with point of sale transactions performed with your ATM card. To access ATM transactions, you must have your Personal Identification Number (PIN) to access your accounts.

**Telephone Audio Response Services:** You may also call the credit union and, upon furnishing the credit union with information to identify yourself, transfer money between your accounts, transfer from your account(s) to another person's account within the credit union, and verify balance inquiries in specified accounts you have with us.

You have previously told us which of these electronic fund transfer services you want to use. You can discontinue use of any such service whenever you want to. If you begin using a different electronic fund transfer service after receipt of this Agreement, we must be notified of the account(s) to be affected. We may make additional types of electronic fund transfer services available in the future. We may also discontinue one or more of our electronic fund transfer services, but if we do that, we will give you at least 21 days advance notice in writing.

**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 Agreement such as, for example, automatic transfers from

your account(s) to pay your loan(s) owing to us and automatic services and transfers which are "electronic fund transfers" as described above. They do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described above.

### SERVICE LIMITATIONS

**Minimum Balance:** You must always maintain a minimum of \$5.00 in a Regular Share Account to be entitled to make "Electronic Fund Transfers" affecting your account. We reserve the right to increase the minimum balance requirement or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.

**Limitation on Number of Transfers:** A maximum of ten (10) transactions will be allowed per day.

**Limitations on Dollar Amounts of ATM and Point of Sale Transfers:**

- You may only withdraw up to \$310.00 cash from terminals each day.
- MasterMoney Card – you may withdraw up to \$500.00 in cash from ATM terminals each day. You may use your MasterMoney card in any amount as determined by agreement for point of sale transactions. If you believe your MasterMoney Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call toll free 800-766-LOST.

**Charges:** All charges related to electronic fund transfers are disclosed in a separate Fees and Charges Schedule.

**Charges:** All charges related to electronic fund transfers are:

1. Transaction Fee: \$1.00 when using an ATM other than a SC24 machine to make WITHDRAWALS. No transaction fees are charged for deposits.
2. Replacement Card Fee: \$2.00 for first replacement card, \$7.00 for additional replacement cards.
3. Service Charge: A service charge of \$2.00 per month will be charged on each ATM/MasterMoney cardholder account. However, you can avoid the monthly charge by maintaining a minimum of \$200.00 in your Share Draft Account, or, by having direct deposit of your paycheck, social security or any other government check, or a pension check.

### RIGHTS AND RESPONSIBILITIES

**Notification of Regulatory Authorities:** This Agreement and the EFT services provided in this Agreement are governed by Michigan law. You may notify the federal or state agency noted below of any violation of law.

The address of this agency is as follows:

National Credit Union Administration  
1775 Duke Street  
Alexandria, Virginia 22314

**Business Day:** For the purposes of this Agreement, a "Business Day" is defined as Monday through Saturday, except Holidays.

**Electronic Fund Transfer Card:** If you have received an electronic fund transfer card ("Card") from us for the type of terminal transfers noted previously, the following provisions are applicable:

Your Card can be used at our ATM terminals. Also, if noted under the types of transfers, you may use your Card to purchase goods and services from merchants who have arranged to accept your Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your Card, including any purchase where you

receive cash, are referred to as point of sale transactions and will cause your account to be debited for the amount of the purchase.

In order to assist us in maintaining the security of your account and the terminals, the Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Card for a transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you do agree to pay us the amount of the improper withdrawal or transfer upon request.

The Card may only be used with your Personal Identification Number ("PIN"), which is used to identify you as an authorized user of the Card. Because the PIN is used for identification purposes, you will agree to notify us immediately if the Card is lost or if the secrecy of the PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use the Card. Further, you agree not to write the PIN on the Card or on any item kept with the Card. The security of your account depends upon you maintaining possession of your Card and the secrecy of your PIN.

**Network:** Besides being able to use your electronic fund transfer card at ATM terminals, you may access your accounts at the following networks: SC24, NYCE, MAC, Member Access, Maestro and Cirrus.

### Documentation of Transfers:

**Terminal Transfers:** You will get a receipt at the time you make any EFT transaction (unless you request otherwise) to or from your account at an ATM terminal or a Participating Merchant.

**Preauthorized Transfers:** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call or write us to find out whether or not the preauthorized deposit has been made to your account at the telephone number and address appearing on your periodic statement or as shown on this Agreement.

### Statements:

- If your preauthorized transfer/ATM terminal transaction affects your Share Draft account, these transactions will be noted on your monthly statement.
- If your preauthorized transfer/ATM terminal transaction affects your Share account, you will receive a monthly statement unless there were no transactions in a particular month, in which case you would receive your normal quarterly statement.

### Your Right to Stop Payment of Preauthorized Transfers:

**Rights and Procedures to Stop Payments:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

**CALL US AT:** (313) 386-2200 *OR*  
**WRITE US AT:** Downriver Community  
Federal Credit Union  
4320 W. Jefferson Ave.  
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in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. The fee for handling such stop payment orders is disclosed in a separate Fee and Service Charge Schedule.

**Notice of Varying Amounts:** If these regular payments may vary in amount the person you are going to pay will tell you, ten (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 for the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop one of these payments three (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.

**In Case of Errors or Questions About Your Electronic Fund Transfers:** Call us at (313) 386-2200 or write to the address appearing on your periodic statement or as indicated above as soon as you can if you think your periodic statement or receipt is wrong, or if you need more information about a transaction listed on the periodic statement or receipt in order to assert an error. We must hear from you no later than sixty (60) days after we send the FIRST periodic statement on which the problem or error appeared. You must do all of the following:

- (1) Tell us your name and account number (if any)
- (2) Describe the error or 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.
- (3) 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 ten (10) business days.

We will determine whether an error occurred within **10 business days (20 business days if the transfer involved a new account)** after we hear from you and will correct an error promptly. If we need more time, however, we may take up to 45 days (**90 days if the transfer involved a new account**, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within **10 business days (20 business days if the transfer involved a new account)** for the amount you think is an 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. **An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.**

**We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.**

You may ask for copies of the documents that we used in our investigation.

**Clearing of Deposits:** Deposits made at an ATM whether in cash, check, draft or money order are subject to our Funds Availability Policy, which has either been provided to you at the time of opening the account or has been mailed to you. If you do not have a copy of our Funds Availability Policy, please contact us and we will make a copy available to you.

**Crediting Payments:** Payments made at ATMs whether in cash, check, draft or money order are subject to verification and the posting of such payment to a loan account may be delayed until the funds can be collected.

**Responsibility for Overdraft:** If you obtain cash from an ATM, merchandise and/or cash from MasterMoney Debit card or withdrawal via a Point of sale transactions which creates an overdraft in your regular share or share draft account(s), the overdraft amount is due and payable the moment you get it and you agree to pay the full amount of it to us, together with the service charge, if applicable. You also authorize us in such a case, to apply from any other share account, share draft account, club account or line of credit you may have in the credit union such amount as to be necessary to pay the overdraft amount and service charge. **Line-of-Credit Overdrafts:** I am requesting Line-

of-Credit loan overdraft protection, now or in the future to access my Line-of-Credit loan via Debit/ATM transactions.

**Notice of Loss or Theft:** If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission,

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**Consumer Liability:** 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 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 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 hospital stay) kept you from telling us, we will extend the time period.

**Special Liability Protection Rules for MasterMoney Cards:** You will not be liable for unauthorized use of your MasterCard Card, when used for point-of-sale transactions (excluding transactions performed at an ATM), if each of the following conditions is met:

- you can demonstrate that you have exercised reasonable care in safeguarding your card from risk of loss or theft;
- you have not reported two or more incidents of unauthorized use to us within the preceding 12 months; and
- your account is in good standing.

If any of those conditions has not been met, your liability for unauthorized use of your MasterMoney Card when used for point-of-sale transactions (excluding transactions performed at an ATM) will be the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before your notification to us. "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.

**Reversal of Transaction:** We will reverse an EFT transfer resulting from a point of sale transaction at a Participating Merchant in Michigan and recredit your account for the full amount of the transfer if all of the following occur:

- (1) You provide us notice of having made a good faith attempt to seek redress and make an assurance to us of the return to the Participating Merchant of related goods in dispute, where returnable goods are involved.
- (2) The amount of the transaction is \$50.00 or more.
- (3) Within four (4) calendar days following the transaction, we receive from you during our normal business hours, a written or oral request for the reversal.
- (4) You verify the reverse order, notice and assurance in writing within fourteen (14) calendar days following oral notification, on a form to be provided by us for that purpose. If written verification is not furnished, we shall reinstate the original debits

and credits involved in the transaction to the extent of the available account balance.

**Disclosure of Account Information to Third Parties:** We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of you account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us your written permission.

**Liability for Failure to Complete EFT Transfers:** If we do not properly complete an EFT transfer to or from your account on time or in the correct amount in accordance with the terms of this Agreement, 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 to make the transfer.
- If we have terminated this Agreement or the transaction would have exceeded your established credit line.
- If the terminal or any part of the system supporting the operation of the terminal was not working properly, and you knew of the breakdown when you began the transaction or at some time during the process of the transaction.
- If the terminal where you attempted to make the transaction did not have enough cash to allow the transaction.
- When your Card has been reported lost or stolen or we have reason to believe that something was wrong with the transaction.
- When, despite reasonable precautions taken by us, an act of God or other circumstance beyond our control interfered with or prevented the transaction.
- When we receive inaccurate or incomplete information needed to complete a transaction.
- If any necessary authorization for completing the EFT transfer has been revoked by an operation of law.
- In the case of preauthorized transfers, we will not be liable where there was a breakdown of the system which would normally handle the transfer at the time the transfer would have occurred.
- There may be other exceptions provided by applicable law.

**Amendments:** We may change or amend any of the terms and conditions of this Agreement at any time upon at least twenty-one (21) days written notice to you prior to the effective date of any change or amendment. Your failure to timely furnish notice as set forth below shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify us of the fact prior to the effective date of the change or amendment. You must also surrender your Card and cancel this Agreement.

**Termination of Prior Agreements:** Upon your receipt of this Agreement, this Agreement terminates and takes the place of any earlier electronic fund transfer agreements provided to you from us.

**Effective Date:** The effective date of this Agreement is September 1, 1998

Revised 07/2000  
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