

## DISCLOSURE PURSUANT TO ELECTRONIC FUND TRANSFER LAWS

DEAR MEMBER:  
NEWAYGO COUNTY SERVICE EMPLOYEES CREDIT UNION MAKES AVAILABLE TO MEMBERS VARIOUS "ELECTRONIC FUND TRANSFER" SERVICES, MADE POSSIBLE BY OUR ADVANCED ELECTRONIC DATA PROCESSING SYSTEM.  
WE HAVE ALSO PROVIDED, AND WILL BE PROVIDING FROM TIME TO TIME, PLASTIC TRANSACTION CARDS TO OUR MEMBERS. SOMETIMES TWO OR MORE PERSONS ARE FURNISHED SUCH CARDS RELATING TO A SINGLE ACCOUNT IN THE CREDIT UNION. IN THIS DISCLOSURE, WE REFER TO THESE CARDS AS "TRANSACTION, ATM OR DEBIT CARDS."

### PIN TRANSACTIONS

WHEN A SECRET PERSONAL IDENTIFICATION NUMBER (CALLED A "PIN") IS ALSO PROVIDED TO A MEMBER, THE TRANSACTION CARD AND PIN CAN BE USED IN ANY ONE OF A NUMBER OF AUTOMATED TELLER MACHINES THAT ARE A PART OF THE ELECTRONIC FUND TRANSFER SERVICE NETWORK. YOU CAN MAKE ELECTRONIC FUNDS TRANSFERS TO, FROM, AND INSTRUCTION AT THE MACHINE.  
BETWEEN ONE OR MORE ACCOUNTS SIMPLY BY FOLLOWING THE

### DEBIT OR SIGNATURE TRANSACTIONS

YOUR MASTERMONEY DEBIT CARD MAY BE USED TO ACCESS YOUR CHECKING ACCOUNT TO PURCHASE GOODS (IN PERSON OR BY PHONE), GET CASH FROM A PARTICIPATING MERCHANT, OR FROM A PARTICIPATING FINANCIAL INSTITUTION, AND DO ANYTHING THAT YOU CAN DO WITH A CREDIT CARD (THAT A PARTICIPATING MERCHANT WILL ACCEPT WITH YOUR ASSIGNED LIMIT.  
ANOTHER EFT SERVICE THAT WE MAKE AVAILABLE IS OUR AUDIO RESPONSE AND HOME BANKING PROGRAMS IN WHICH MEMBERS CAN MAKE EFT TRANSACTIONS TO OR FROM CERTAIN ACCOUNTS THROUGH A TOUCH-TONE TELEPHONE OR THROUGH THE INTERNET BY USE OF AN "ACCESS CODE." THE ACCESS CODE ENABLES ELECTRONIC TRANSFERS TO, FROM, OR BETWEEN ONE OR MORE SUB-ACCOUNTS IN THE CREDIT UNION BY FOLLOWING THE RULES AND PROCEDURES OF OUR AUDIO RESPONSE OR HOME BANKING PROGRAM.  
WE ALSO OFFER PRE-AUTHORIZED EFT SERVICES THROUGH THE AUTOMATED CLEARING HOUSE ASSOCIATION. 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 TO YOUR ACCOUNT. BECAUSE YOU MUST AUTHORIZE SUCH TRANSFERS IN ADVANCE, THESE ARE CALLED "PRE-AUTHORIZED TRANSFERS."  
THIS DISCLOSURE IS FURNISHED TO YOU AS A MEMBER OF NEWAYGO COUNTY SERVICE EMPLOYEES CREDIT UNION TO MEET THE REQUIREMENTS OF THE FEDERAL AND MICHIGAN STATUTES RELATING TO "ELECTRONIC FUND TRANSFERS," AS WELL AS THE REQUIREMENTS OF THE REGULATION (REG. E) ISSUED BY THE FEDERAL RESERVE BOARD PURSUANT TO THE FEDERAL STATUS. WHETHER SUCH "ELECTRONIC FUND TRANSFERS" ARE MADE BY USE OF AN AUTOMATED TELLER MACHINE, A CASH REGISTER THAT IS ALSO AN ELECTRONIC TERMINAL, A TOUCH-TONE TELEPHONE THROUGH AUDIO RESPONSE SERVICE, HOME BANKING USING A COMPUTER, OR IN ANY OTHER MATTER.

THIS DISCLOSURE IS A CONTRACT. THAT IS, THE TERMS

### 2. ACCOUNT AGREEMENTS: THE TERMS AND CONDITIONS OF THE ACCOUNT AGREEMENTS RELATING TO YOUR ACCOUNTS

THE FOLLOWING SECTIONS RELATE TO ALL "ELECTRONIC FUND TRANSFERS" AFFECTING YOUR ACCOUNT(S). WHETHER MADE BY USE OF AN AUTOMATIC TELLER MACHINE OR OTHERWISE.

#### 1. ACCOUNTS AFFECTED: EACH OF THE FOLLOWING TYPES OF ACCOUNTS IN THE CREDIT UNION CAN BE SUBJECT TO SOME KIND OF "ELECTRONIC FUND TRANSFER" SERVICE:

IRAS LOANS ALL SECONDARY SHARE (SAVINGS) ACCOUNTS THESE TYPES OF ACCOUNTS ARE SOMETIMES REFERRED TO IN THIS DISCLOSURE AS "ASSET ACCOUNT(S)" OR SIMPLY AS "ACCOUNT(S)".

AS IS YOUR RIGHT, YOU DESIGNATE WHICH OF YOUR ACCOUNT(S) YOU WANT TO BE SUBJECT TO ANY 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.

THE TERMS AND CONDITIONS OF THE ACCOUNT AGREEMENTS RELATING TO YOUR ACCOUNTS

#### 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.
- \* 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.
- \* TRANSFERS FROM YOUR ACCOUNT(S) TO YOUR SUB-ACCOUNT(S) OR TO YOUR LOAN(S) WITH US THROUGH OUR AUDIO RESPONSE AND HOME BANKING PROGRAM.
- \* WITHDRAWALS THROUGH YOUR ACCOUNT(S) THROUGH OUR AUDIO RESPONSE AND HOME BANKING PROGRAM.
- \* RECURRING TRANSFERS AND ACH TRANSACTIONS TO YOUR ACCOUNT(S).
- \* ELECTRONIC CHECK CONVERSION/ELECTRONIC RE-TURNED CHECK FEES - TYPES OF TRANSFERS - YOUR CHECK CAN RESULT IN AN ELECTRONIC FUNDS TRANS-

#### TRANSFERS TO YOUR ACCOUNT(S) (CREDITS):

- \* DEPOSITS OF PAYROLL DEDUCTIONS FROM VARIOUS EMPLOYERS WHICH HAVE AGREED TO SEND SUCH DEPOSITS TO US.
- \* DIRECT DEPOSIT OF VARIOUS GOVERNMENTAL BENEFITS SUCH AS: SOCIAL SECURITY PENSION, DISABILITY AND SURVIVORSHIP PAYMENTS (AND S.S.I. BENEFITS); RAILROAD RETIREMENT BOARD BENEFITS; ARMY, NAVY, AND AIR FORCE RETIREMENT PAYMENTS; VETERANS ADMINISTRATION COMPENSATION PAYMENTS; AIR FORCE AND MARINE CORPS ACTIVE DUTY ALLOTMENTS.
- \* DEPOSITS FROM ANY THIRD PARTY THROUGH THE FACILITIES OF THE MICHIGAN AUTOMATED CLEARING HOUSE ASSOCIATION.
- \* AUTOMATIC TRANSFERS TO YOUR ACCOUNT(S) FROM ANOTHER PERSON'S ACCOUNT WITH US.
- \* TRANSFERS TO YOUR ACCOUNT(S) FROM YOUR OTHER ACCOUNT(S) THROUGH OUR AUDIO RESPONSE OR HOME BANKING PROGRAM.
- \* RECURRING TRANSFERS AND ACH TRANSACTIONS TO YOUR ACCOUNT(S).

#### 4. "ELECTRONIC FUND TRANSFER" SERVICES: AT THE PRESENT TIME, YOU CAN AUTHORIZE THE FOLLOWING TYPES OF ACCOUNT(S) IN THE CREDIT UNION:

3. **MINIMUM BALANCE:** YOU MUST ALWAYS MAINTAIN A MINIMUM OF \$5 IN A REGULAR SHARE ACCOUNT TO BE ENTITLED TO MAKE "ELECTRONIC FUND TRANSFERS" AFFECTING YOUR ACCOUNT(S). 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, YOU CAN AUTHORIZE THE FOLLOWING TYPES OF ACCOUNT(S) IN THE CREDIT UNION:

IF YOU RECEIVE A TRANSACTION CARD FROM US WITH-OUT ASKING FOR IT BUT THEN ASK US TO PROVIDE A PIN SO THAT YOU CAN USE THE CARD, AND YOU DO THEREAFTER USE THE CARD AND PIN TO MAKE SUCH TRANSACTIONS.

#### ATM CARD:

YOU WILL NOT BE LIABLE FOR UNAUTHORIZED USE DUE TO LOSS OR THEFT OF THE ATM CARD, AS LONG AS YOU NOTIFY US, BY TELEPHONE OR IN WRITING, WITHIN TWO BUSINESS DAYS OF DISCOVERY. AFTER THE TWO DAY PERIOD, YOU WILL BE LIABLE FOR A MAXIMUM OF \$50.00. THESE LIMITS MAY BE EXCEEDED TO THE EXTENT ALLOWED UNDER APPLICABLE LAW ONLY IF WE HAVE DETERMINED THAT YOU WERE GROSSLY NEGLIGENT OR FRAUDULENT IN THE HANDLING OF YOUR ACCOUNT.

#### SPECIAL RULE FOR LOST OR STOLEN ATM CARDS:

IF YOU DISCOVER THAT YOUR TRANSACTION CARD HAS BEEN LOST OR STOLEN, NOTIFY US IMMEDIATELY. IF YOU WAIT MORE THAN 2 "BUSINESS DAYS" TO NOTIFY US, YOU COULD BE RESPONSIBLE FOR AS MUCH AS \$500.00 OF MONEY WRONGFULLY TAKEN FROM YOUR ACCOUNT BY USE OF THE CARD, IF IT IS TAKEN AFTER 2 "BUSINESS DAYS" AND BEFORE YOU DO NOTIFY US OF THE LOSS OR THE THEFT, IF WE CAN PROVE WE COULD HAVE STOPPED THE TAKING OF THE MONEY IF YOU HAD NOTIFIED US WITHIN THE 2 "BUSINESS DAY" PERIOD.

#### SPECIAL RULE FOR STATEMENTS:

IF YOUR STATEMENT SHOWS TRANSFERS YOU DID NOT MAKE, TELL US AT ONCE. IF YOU DO NOT NOTIFY US WITHIN 60 DAYS AFTER WE MAILED THE STATEMENT, YOU MAY BE RESPONSIBLE FOR MONEY TAKEN FROM YOUR ACCOUNT AFTER THE 60-DAY PERIOD IF WE CAN PROVE WE COULD HAVE STOPPED THE TAKING OF THE MONEY IF YOU HAD NOTIFIED US WITHIN THE 60-DAY PERIOD. THIS MIGHT HAPPEN EVEN IF YOU DIDN'T WRITE YOUR PIN ON YOUR TRANSACTION CARD, OR KEEP YOUR PIN WITH IT, OR GIVE YOUR TRANSACTION CARD AND PIN VOLUNTARILY TO ANOTHER PERSON.

#### EXTENSION TIME OF STATEMENTS:

IF A GOOD REASON (SUCH AS EXTENDED TRIP OR HOSPITAL STAY) KEPT YOU FROM GIVING US NOTICE IN THE 60-DAY OR 2 "BUSINESS DAY" PERIODS MENTIONED ABOVE, WE WILL EXTEND THEM FOR A REASONABLE TIME.

**24. NOTICE OF UNAUTHORIZED USE:** IF YOU BELIEVE YOUR TRANSACTION CARD OR PIN HAS BEEN LOST OR STOLEN OR THAT SOMEONE HAS TRANSFERRED MONEY FROM YOUR ACCOUNT WITHOUT YOUR PERMISSION, OR MAY BE ABOUT TO DO SO, CALL 231-924-5510 IMMEDIATELY! OR WRITE TO NEWAYGO COUNTY SERVICE EMPLOYEES CREDIT UNION, PO BOX 435, FREMONT, MI 49412-0435 IMMEDIATELY!

**25. TERMINATION OF PRIOR AGREEMENTS:** UPON YOUR RECEIPT HEREOF, THIS DISCLOSURE TERMINATES AND TAKES THE PLACE OF ANY EARLIER "NEWAYGO COUNTY SERVICE EMPLOYEES CREDIT UNION EFT DISCLOSURE AGREEMENT" PREVIOUSLY FURNISHED TO YOU.

26. THE EFFECTIVE DATE OF THIS DISCLOSURE (AGREEMENT) IS 11/08/06.

CATALOG # 28214307

**19. CARD OWNERSHIP:** ALL TRANSACTION CARDS AND PINS WE PROVIDE ARE THE PROPERTY OF THE CREDIT UNION. USE OF THE CARD MAY BE TERMINATED AT ANY TIME WITHOUT PRIOR NOTIFICATION OR WARNING.

**20. 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 TRANSACTION CARD OR ANY OTHER ITEM YOU KEEP WITH YOUR CARD.

#### 21. LIMITATIONS ON "ELECTRONIC FUND TRANSFERS":

THERE IS NO LIMITATION ON THE NUMBER OR DOLLAR AMOUNT OF DEPOSIT OR PAYMENT TRANSACTIONS YOU MAY MAKE AT AN AUTOMATED TELLER MACHINE IN ITS 24-HOUR OPERATING CYCLE. HOWEVER, TO PROTECT AGAINST POSSIBLE LOSSES YOUR TRANSACTION CARD WILL ONLY ALLOW YOU TO OBTAIN CASH FROM THE MACHINES AS FOLLOWS: \$500.00 PER DAY TOTAL AS A COMBINATION OF ATM WITHDRAWALS AND POINT OF SALE TRANSACTIONS, AND A TOTAL OF 10 TRANSACTIONS PER DAY. WE RESERVE THE RIGHT TO CHANGE THESE LIMITATIONS ON USE OF THE MACHINE AND WE WILL GIVE YOU NOTICE OF ANY SUCH CHANGES AT LEAST 21 DAYS IN ADVANCE.

YOU HAVE THE RIGHT TO REQUIRE US TO PROGRAM OUR SYSTEM SO THAT NO MORE THAN \$50.00 CASH CAN BE OBTAINED BY USE OF YOUR TRANSACTION CARD DURING A SINGLE DAY. PLEASE CONTACT US IF YOU WANT THIS OPTION.

**22. RESPONSIBILITY FOR OVERDRAFT:** IF YOU OBTAIN CASH FROM AN ATM OR WITHDRAW VIA A POINT OF SALE TRANSACTION, WHICH CREATES AN OVERDRAFT IN YOUR REGULAR SHARE OR 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. YOU ALSO AUTHORIZE US IN SUCH A CASE, TO APPLY FROM ANY OTHER SHARE, SHARE DRAFT ACCOUNT OR LINE OF CREDIT YOU MAY HAVE IN THE CREDIT UNION SUCH AMOUNT AS TO BE NECESSARY TO PAY SUCH OVERDRAFT AMOUNT AND SERVICE CHARGE AS DISCLOSED IN A SEPARATE FEE AND SERVICE CHARGE SCHEDULE.

**23. LIABILITY FOR UNAUTHORIZED USE:** EXCEPT AS PROVIDED IN THIS SECTION, THE CREDIT UNION IS LIABLE TO YOU FOR FUNDS WRONGFULLY TAKEN FROM YOUR ACCOUNT(S) BY AN UNAUTHORIZED ELECTRONIC FUND TRANSFER.

YOU SHOULD NOTIFY US IMMEDIATELY IF YOU DISCOVER THAT YOUR TRANSACTION CARD HAS BEEN LOST OR STOLEN OR THAT SOMEONE HAS LEARNED YOUR PIN WITHOUT YOUR PERMISSION. YOU SHOULD ALSO NOTIFY US IMMEDIATELY IF YOU BELIEVE THAT SOMEONE HAS GOTTEN MONEY OUT OF YOUR ACCOUNT WITHOUT YOUR PERMISSION.

IT IS BEST TO NOTIFY US IMMEDIATELY BY TELEPHONE AS THAT REDUCES THE CHANCES OF MONEY BEING WRONGFULLY TAKEN FROM YOUR ACCOUNT. YOU CAN WRITE US, BUT CALLING US IS PREFERRED.

#### GENERAL RULE:

**DEBIT CARD:**  
YOUR LIABILITY WILL BE \$0 FOR UNAUTHORIZED USE DUE TO LOSS OR THEFT OF THE DEBIT CARD, AS LONG AS THE FOLLOWING THREE REQUIREMENTS ARE MET:

- \* THE CARDHOLDER MUST HAVE EXERCISED REASONABLE

- \* 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.
- \* 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.
- \* TRANSFERS FROM YOUR ACCOUNT(S) TO YOUR SUB-ACCOUNT(S) OR TO YOUR LOAN(S) WITH US THROUGH OUR AUDIO RESPONSE AND HOME BANKING PROGRAM.
- \* WITHDRAWALS THROUGH YOUR ACCOUNT(S) THROUGH OUR AUDIO RESPONSE AND HOME BANKING PROGRAM.
- \* RECURRING TRANSFERS AND ACH TRANSACTIONS FROM YOUR ACCOUNT(S).
- \* ELECTRONIC CHECK CONVERSION/ELECTRONIC RE-TURNED CHECK FEES - TYPES OF TRANSFERS - YOUR CHECK CAN RESULT IN AN ELECTRONIC FUNDS TRANS-

FER. THIS CAN HAPPEN IN SEVERAL WAYS. FOR EXAMPLE:

- 1 YOU CAN PURCHASE GOODS OR PAY FOR SERVICES AND AUTHORIZE A MERCHANT TO CONVERT YOUR CHECK INTO AN ELECTRONIC FUNDS TRANSFER.
  - 2 AT THE TIME YOU OFFER A CHECK TO A MERCHANT OR SERVICE PROVIDER, YOU MAY BE ASKED TO AUTHORIZE THE MERCHANT OR SERVICE PROVIDER TO ELECTRONICALLY COLLECT A CHARGE IN THE EVENT THE CHECK IS RETURNED FOR INSUFFICIENT FUNDS. PAYING SUCH A FEE ELECTRONICALLY IS AN ELECTRONIC FUNDS TRANSFER.
- \* YOUR AUTHORIZATION TO MAKE THESE TYPES OF ELECTRONIC FUNDS TRANSFERS MAY BE EXPRESSED IN WRITING OR IMPLIED THROUGH THE POSTING OF A SIGN.

#### AUTOMATED TELLER MACHINE TRANSACTIONS:

IF YOU HAVE AN ATM OR DEBIT CARD FOR WHICH WE HAVE ISSUED A 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 AS FOLLOWS: (SOME TRANSACTIONS LISTED BELOW MAY NOT BE AVAILABLE TO ALL NETWORKS):

- \* DEPOSITS TO YOUR SHARE DRAFT ACCOUNT OR REGULAR SHARE ACCOUNT.
- \* CASH WITHDRAWALS FROM YOUR SHARE DRAFT ACCOUNT OR REGULAR SHARE ACCOUNT.
- \* TRANSFERS (NON-CASH) FROM YOUR REGULAR SHARE ACCOUNT TO YOUR SHARE DRAFT ACCOUNT OR FROM YOUR SHARE DRAFT ACCOUNT TO YOUR REGULAR SHARE ACCOUNT.
- \* VERIFY BALANCES IN SPECIFIED SHARE OR SHARE DRAFT ACCOUNTS THAT YOU HAVE WITH US. \* (THESE ARE NOT "ELECTRONIC FUND TRANSFERS".)
- \* SOME OF THESE SERVICES MAY NOT BE AVAILABLE AT ALL TERMINALS.

#### POINT OF SALE TRANSACTIONS:

IF YOU HAVE AN ATM OR DEBIT CARD FOR WHICH WE ISSUED YOU A PIN, YOU MAY ALSO USE IT TO PURCHASE GOODS AND SERVICES FROM MERCHANTS WHO HAVE ARRANGED TO ACCEPT YOUR ATM OR DEBIT 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. PURCHASES MADE WITH YOUR ATM OR 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 AMOUNT OF THE PURCHASE. ONLY SHARE DRAFT ACCOUNTS MAY BE USED IN CONNECTION WITH POINT OF SALE TRANSACTIONS PERFORMED WITH YOUR ATM OR DEBIT CARD. DAILY LIMITS FOR PIN TRANSACTIONS ARE 10 PER DAY FOR A MAXIMUM OF \$500. LIMITS FOR MASTERMONEY DEBIT CARD SIGNATURE TRANSACTIONS ARE 15 PER DAY FOR A MAXIMUM OF YOUR ASSIGNED LIMIT.

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 CHOOSE. IF YOU BEGIN USING A DIFFERENT "ELECTRONIC FUND 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 FUND TRANSFER" SERVICES AVAILABLE IN THE FUTURE; WE MAY ALSO DISCONTINUE ONE OR MORE, OR ALL, OF OUR "ELECTRONIC FUND TRANSFER" SERVICES, BUT IF WE DO THAT WE WILL GIVE YOU AT LEAST 21 DAYS ADVANCE NOTICE IN WRITING.

**5. EXCLUDED TRANSACTIONS:** WE HAVE DEVELOPED AN ELABORATE ELECTRONIC DATA PROCESSING SYSTEM THAT MAKES IT POSSIBLE TO OFFER YOU MANY ELECTRONIC SERVICES. HOWEVER, SOME OF THESE SERVICES DO NOT CONSTITUTE "ELECTRONIC FUND TRANSFER" FOR PURPOSES OF THIS DISCLOSURE, SUCH AS, 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 ARE "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":** FEES FOR "ELECTRONIC FUND TRANSFERS" AS DESCRIBED IN SECTION 4 OR THE RIGHT TO MAKE SUCH TRANSFERS ARE DISCLOSED IN A SEPARATE FEE AND SERVICE CHARGE SCHEDULE.

HOWEVER, WE RESERVE THE RIGHT TO CHANGE SUCH CHARGES, AND TO THEREAFTER INCREASE THEM, IF WE DEEM IT NECESSARY. AGAIN, WE WILL GIVE YOU AT LEAST 21 DAYS ADVANCE WRITTEN NOTICE BEFORE CHANGING OR INCREASING ANY SUCH CHARGE.

**7. LIMITATIONS ON "ELECTRONIC FUND TRANSFERS":** AS TO TRANSACTIONS OTHER THAN THOSE MADE AT AN AUTOMATED TELLER MACHINE, THERE ARE AT THE PRESENT TIME, NO LIMITATIONS AS TO HOW OFTEN YOU CAN MAKE "ELECTRONIC FUND TRANSFERS" DESCRIBED IN SECTION 4. NOR IS THERE ANY RESTRICTION AS TO THE DOLLAR AMOUNT OF ANY ONE "ELECTRONIC FUND TRANSFER." 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.

**8. DOCUMENTATION OF TRANSFERS:** YOU WILL GET A MONTHLY STATEMENT ON EACH ACCOUNT(S) WHICH IS ACCESSIBLE THROUGH EFT TRANSACTIONS UNLESS THERE ARE AT THE PRESENT TIME NO ELECTRONIC FUNDS TRANSFERS IN A PARTICULAR MONTHLY STATEMENT PERIOD; IN ANY CASE YOU WILL GET THE STATEMENT AT LEAST QUARTERLY ON ALL YOUR ACCOUNTS ON WHICH EFT TRANSACTIONS MAY BE PERFORMED.

YOU WILL RECEIVE A TRANSACTION RECEIPT AT THE TIME YOU PERFORM AN EFT TRANSACTION AT AN ATM OR WHEN YOU PERFORM A POINT OF SALE TRANSACTION AT A PARTICIPATING MERCHANT.

PERIODIC STATEMENTS WE SEND YOU ON ACCOUNTS WHICH ARE SUBJECT TO "ELECTRONIC FUND TRANSFERS" DE-

SCRIBED IN SECTION 4 AND TRANSACTION RECEIPTS ISSUED BY AN ATM OR POS TERMINAL ARE ADMISSIBLE EVIDENCE OF THE TRANSACTION TO WHICH THEY RELATE. ANY DISCREPANCIES MUST BE MADE KNOWN WITHIN 60 DAYS OR STATEMENTS WILL BE ASSUMED CORRECT.

IN MOST CASES, IF YOU HAVE ARRANGED TO HAVE DIRECT DEPOSITS (WHICH ARE "ELECTRONIC FUND TRANSFERS" DESCRIBED IN SECTION 4) MADE TO YOUR ASSET ACCOUNT(S) AT LEAST ONCE EVERY 60 DAYS FROM THE SAME PERSON OR COMPANY: (1) THE PERSON OR COMPANY MAKING THE DEPOSIT WILL NOTIFY YOU EVERY TIME THEY SEND US THE MONEY, BUT (2) IF THAT PERSON OR COMPANY DOES NOT GIVE YOU SUCH NOTICE, THAN YOU CAN CALL US AT 231-924-5510, TO FIND OUT WHETHER OR NOT THE DEPOSIT WAS MADE.

**9. STOPPING PAYMENT OF TRANSFERS FROM YOUR ACCOUNT(S):** THE FOLLOWING RULES APPLY ONLY TO ELECTRONIC FUND TRANSFERS AS DESCRIBED IN SECTION 4 OF THIS DISCLOSURE.

IF YOU HAVE TOLD US IN ADVANCE TO MAKE REGULAR PAYMENTS OUT OF YOUR ACCOUNT(S), YOU CAN STOP ANY OF THESE PAYMENTS. HERE'S HOW: YOU MUST CALL 231-924-5510, OR

WRITE US AT:

NEWAYGO COUNTY SERVICE EMPLOYEES CREDIT UNION  
PO BOX 435  
FREMONT, MI 49412-0435

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 14 DAYS AFTER YOU CALL. THE FEE FOR A STOP PAYMENT IS DISCLOSED IN A SEPARATE FEE AND SERVICE CHARGE SCHEDULE.

IF THESE REGULAR PAYMENTS MAY VARY IN AMOUNT, THE PERSON YOU ARE GOING TO PAY WILL TELL YOU, 10 DAYS BEFORE EACH PAYMENT, WHEN IT WILL BE MADE, ALONG WITH THE AMOUNT. YOU MAY CHOOSE INSTEAD TO GET THIS NOTICE ONLY (1) WHEN THE PAYMENT WOULD DIFFER BY MORE THAN A CERTAIN AMOUNT FROM THE PREVIOUS PAYMENT, OR (2) WHEN THE AMOUNT WOULD FALL OUTSIDE CERTAIN LIMITS YOU SET. IF SO, YOU MUST MAKE THE APPROPRIATE ARRANGEMENTS WITH THE PERSON YOU ARE GOING TO PAY.

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. IN SECTION 15 OF THIS DISCLOSURE, WE WILL TELL YOU WHAT OUR BUSINESS DAYS ARE.

**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 RE-CREDIT YOUR ACCOUNT WITH THE FULL AMOUNT OF THE TRANSFER IF (1) YOU TELL US, WITHIN 4 CALENDAR DAYS AFTER THE DATE OF 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 THE

LETTER TO:

NEWAYGO COUNTY SERVICE EMPLOYEES CREDIT UNION  
PO BOX 435  
FREMONT, MI 49412-0435

IF YOU PHONE US, YOU MUST CALL AT: 231-924-5510.

IF YOU TELL US ORALLY THAT YOU WANT SUCH A TRANSFER REVERSED, WE WILL SEND YOU A FORM YOU CAN USE 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 RETURN THIS FORM TO US PROPERLY FILLED OUT WITHIN 14 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. DISCLOSURE OF INFORMATION TO THIRD PARTIES:** IN THE ORDINARY COURSE OF BUSINESS, WE ONLY DISCLOSE INFORMATION TO THIRD PARTIES ABOUT YOUR ACCOUNT(S) OR THE EFTS YOU MAKE: (1) WHERE IT IS NECESSARY TO VERIFY OR COMPLETE AN EFT TRANSACTION, (2) WHERE IT IS NECESSARY FOR INVESTIGATING AND RESOLVING ERRORS INVOLVING EFT TRANSACTIONS, (3) IN ORDER TO VERIFY THE EXISTENCE AND CONDITION OF YOUR ACCOUNT FOR A THIRD PARTY, SUCH AS CREDIT BUREAU OR MERCHANT, (4) IN ORDER TO COMPLY WITH GOVERNMENT AGENCY OR COURT ORDERS OR ANY LAW, OR (5) IF YOU GIVE US YOUR PERMISSION.

**12. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR "ELECTRONIC FUND TRANSFER":** IF YOU THINK YOUR STATEMENT IS INCORRECT, OR THINK THAT AN ATM OR POINT-OF-SALE RECEIPT IS WRONG, CONTACT US AS SOON AS YOU CAN. WE MUST HEAR FROM YOU NO LATER THAN 60 DAYS AFTER YOU RECEIVE THE FIRST STATEMENT ON WHICH THE PROBLEM APPEARED. FOR HELP WITH ERRORS, CORRECTIONS, PROBLEMS, OR FOR MORE INFORMATION ABOUT A TRANSFER LISTED ON THE STATEMENT OR RECEIPT, TELEPHONE OUR OFFICE AT 231-924-5510, OR WRITE US NEWAYGO COUNTY SERVICE EMPLOYEES CREDIT UNION, PO BOX 435, FREMONT, MI 49412-0435.

- \* TELL US YOUR NAME AND ACCOUNT NUMBER, AND
- \* DESCRIBE THE ERROR OR THE TRANSFER IN QUESTION. TELL US IF IT IS AN ATM, POINT OF SALE (PIN), OR MASTERMONEY DEBIT CARD (SIGNATURE) TRANSACTION. EXPLAIN AS CLEARLY AS YOU CAN WHY YOU BELIEVE IT IS AN ERROR OR WHY YOU NEED MORE INFORMATION; AND
- \* TELL US THE DOLLAR AMOUNT OF THE SUSPECTED ERROR.

IF YOU TELL US ORALLY, WE WILL REQUIRE THAT YOU SEND US YOUR COMPLAINT OR QUESTION IN WRITING WITHIN 10 "BUSINESS DAYS" OR 14 CALENDAR DAYS, WHICHEVER IS GREATER (20 "BUSINESS DAYS" OR 28 CALENDAR DAYS WHICHEVER IS GREATER FOR A POINT OF SALE TRANSACTION). WE WILL SEND YOU A FORM YOU CAN USE TO MAKE SUCH WRITTEN CONFIRMATION. IN SECTION 15 OF THIS AGREEMENT, WE LIST OUR "BUSINESS DAYS."

WE WILL TELL YOU THE RESULTS OF OUR INVESTIGATION WITHIN 10 "BUSINESS DAYS" (20 BUSINESS DAYS FOR POINT OF SALE) AFTER WE HEAR FROM YOU AND WILL CORRECT ANY ERROR PROMPTLY. IF WE NEED MORE TIME, HOWEVER, WE MAY TAKE UP TO 45 DAYS TO INVESTIGATE YOUR COMPLAINT OR

QUESTION. IF WE DECIDE TO DO THIS, WE WILL RE-CREDIT YOUR ACCOUNT WITHIN 10 "BUSINESS DAYS" (20 FOR POINT OF SALE) 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 MAKE SUCH RE-CREDIT TO YOUR ACCOUNT, WE RESERVE THE RIGHT TO CHARGE THE AMOUNT OF THE RE-CREDIT BACK TO YOUR ACCOUNT IF WE DETERMINE THERE WASN'T AN ERROR, BUT ONLY UP TO 60 CALENDAR DAYS AFTER YOU TOLD US ABOUT YOUR COMPLAINT OR QUESTION. IF WE ASK YOU TO PUT YOUR COMPLAINT OR QUESTION IN WRITING AND WE DO NOT RECEIVE IT WITHIN 10 "BUSINESS DAYS" OR 14 CALENDAR DAYS (20 "BUSINESS DAYS" OR 28 CALENDAR DAYS FOR POINT OF SALE), WHICHEVER IS GREATER, WE WILL BE ENTITLED TO REFUSE TO RE-CREDIT YOUR ACCOUNT. IF WE DECIDE THAT THERE WAS AN ERROR, WE WILL SEND YOU A WRITTEN EXPLANATION NO LATER THAN 3 "BUSINESS DAYS" AFTER WE FINISH OUR INVESTIGATION. YOU MAY ASK US FOR COPIES OF THE DOCUMENTS THAT WE USED IN OUR INVESTIGATION AND WE WILL FURNISH THEM TO YOU. WE MAY, IN SUCH CASE, REQUIRE PAYMENT OF A NOMINAL CHARGE FOR SUCH COPIES. AS USED HEREIN, "ERROR" INCLUDES, BUT IS NOT LIMITED TO AN UNAUTHORIZED ELECTRONIC FUND TRANSFER, AN INCORRECT ELECTRONIC FUND TRANSFER, AN INCORRECT ELECTRONIC TRANSFER TO OR FROM YOUR ACCOUNT(S) AND OMISSION OF AN ELECTRONIC FUND TRANSFER AFFECTING YOUR ACCOUNT(S).

**13. LIABILITY FOR FAILURE TO MAKE "ELECTRONIC FUNDS TRANSFERS":** 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 INSTANCE:

- \* IF, THROUGH NO FAULT OF OURS, YOU DO NOT HAVE ENOUGH MONEY IN YOUR ACCOUNT TO MAKE THE TRANSFER, AS, FOR EXAMPLE, IN CASES WHERE PAYROLL DEDUCTION IS NOT RECEIVED PROMPTLY.
- \* 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 THERE IS NOT ENOUGH GOOD FUNDS IN YOUR ACCOUNT TO MAKE THE TRANSFER.
- \* IF FUNDS IN YOUR ACCOUNT ARE SUBJECT TO GARNISHMENT OR OTHER LEGAL PROCESS WHICH PREVENTS THE MAKING OF THE TRANSFER.
- \* IF WE HAVE, BECAUSE OF YOUR DEFAULT, EXERCISED OUR RIGHTS AGAINST THE FUNDS IN YOUR ACCOUNT PURSUANT TO A PLEDGE OF FUNDS YOU GAVE US.
- \* IF THE TRANSFER WOULD GO OVER THE CREDIT LIMIT ON YOUR LINE OF CREDIT.
- \* IF THERE IS NOT ENOUGH MONEY IN YOUR ACCOUNT TO MAKE THE TRANSFER BECAUSE AT THAT TIME A DEPOSIT(S) MADE AT A SERVICE CENTER HAD NOT YET BEEN POSTED TO YOUR ACCOUNT. (DEPOSITS AT OUR SERVICE CENTERS MAY NOT BE POSTED THE SAME DAY THEY ARE MADE.)
- \* IF CIRCUMSTANCES BEYOND OUR CONTROL PREVENT THE TRANSFER, DESPITE REASONABLE PRECAUTIONS THAT WE HAVE TAKEN.
- \* IF THE AUTOMATED TELLER MACHINE WHERE YOU ARE MAKING THE TRANSFER DOES NOT HAVE ENOUGH CASH.
- \* WE WILL ALSO BE EXCUSED FROM SUCH LIABILITY IF YOU

FAIL TO OBSERVE THE TERMS AND CONDITIONS OF THIS AGREEMENT, OUR AUDIO RESPONSE AND HOME BANKING PROGRAM OR OUR ACCOUNT AGREEMENTS WITH YOU, WHICH RELATE TO SUCH "ELECTRONIC FUND TRANSFER."

**14. PREPARATION OR DELIVERY OF DATA INPUT:** 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 THE 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 EFT TRANSACTIONS DIRECTED BY YOUR EMPLOYER OR OTHER PERSON OR COMPANY AUTHORIZED BY YOU TO DO SO.

**15. BUSINESS DAYS:** OUR "BUSINESS DAYS" ARE AS FOLLOWS:  
115 S. STONE RD, FREMONT, MI 49412-0435  
LOBBY  
MONDAY THROUGH FRIDAY 9:00 A.M. – 5:00 P.M.

DRIVE-UP  
MONDAY THROUGH THURSDAY 8:30 A.M. – 5:00 P.M.  
FRIDAY 8:30 A.M. – 6:00 P.M.

HOWEVER, OUR OFFICE IS CLOSED ON NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY (JULY 4<sup>TH</sup>), LABOR DAY, THANKSGIVING, DAY FOLLOWING THANKSGIVING, AND CHRISTMAS, OR ANY DAY DESIGNATED FOR THE OBSERVANCE THEREOF.

WE WILL RESERVE THE RIGHT TO CHANGE OUR "BUSINESS DAYS," HOURS, AND THE DAYS WE ARE CLOSED. IF WE DO SO, WE WILL NOTIFY YOU IN ADVANCE.

**16. 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:  
FINANCIAL INSTITUTIONS BUREAU  
206 EAST MICHIGAN  
LANSING, MI 48933

**17. AMENDMENTS; TERMINATION:** WE RESERVE THE RIGHT TO AMEND THIS DISCLOSURE IN ANY MANNER AT ANY TIME. IF WE DO SO, WE WILL GIVE YOU ADVANCE NOTICE THEREOF AS WE DEEM REASONABLE UNDER THE CIRCUMSTANCES. IN THOSE INSTANCES MENTIONED ABOVE, WE WILL GIVE YOU AT LEAST 21 DAYS ADVANCE WRITTEN NOTICE. WE DO NOT HAVE TO NOTIFY YOU IN ADVANCE, HOWEVER, IF THE CHANGE IS NECESSARY TO MAINTAIN OR RESTORE THE SECURITY OF THE SYSTEM OR ANY ACCOUNT. WE ALSO RESERVE THE RIGHT TO TERMINATE THIS DISCLOSURE BY SENDING A NOTICE OF SUCH TERMINATIONS TO YOUR LAST KNOWN ADDRESS ON OUR RECORDS, WHICH NOTICE WILL BE EFFECTIVE WHEN MAILED.

**18. LOCATION OF MACHINES:** THE NUMBER AND LOCATION OF AUTOMATIC TELLER MACHINES IS, OF COURSE, SUBJECT TO CHANGE AT ANY TIME. IF YOU HAVE AN AUTOMATIC TELLER CARD AND PIN, WE WILL KEEP YOU INFORMED FROM TIME TO TIME OF THEIR LOCATIONS.