

PREFERRED CREDIT UNION

3767 SPARKS DRIVE SE
GRAND RAPIDS, MI 49546
800-328-4131

Electronic Fund Transfers Your Rights and Responsibilities

Indicated below are types of Electronic Funds Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Funds Transfers Initiated by Third Parties

You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include but are not limited to:

* Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your share draft checking or regular share savings account(s).

* Preauthorized Payments. You may make arrangements to pay certain recurring bills from your share draft checking or regular share savings account(s).

* Electronic Check or Draft Conversion. You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check or draft by other means such as by mail or drop box.

* Electronic returned check or draft charge. Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

ACH Disclosure (UCC-4A)

UCC-4A Disclosure for persons receiving Cash Concentration or Disbursement (CCD) and Corporate Trade Exchange (CTX) credit entries via ACH Network.

Provisional Payment Disclosure: Credit given by Preferred Credit Union to you, with respect to an automated clearing house (ACH) credit entry is provisional until the Credit Union receives final settlement for such entry through a Federal Reserve Bank. If the Credit Union does not receive such final settlement, you are hereby notified and agree that the Credit Union is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice Disclosure: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, Preferred Credit Union is not required to give next day notice to you of receipt of an ACH item and the Credit Union will not do so. However, the Credit Union will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law Disclosure: Preferred Credit Union may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Michigan as provided by the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account.

CU*Talk Telephone Transfers - types of transfers

You may access your account by telephone at (616) 942-9630, or 1-800-328-4131 (out of local calling area), using your personal identification number, a touch tone phone, and your account numbers, to:

* Make payments from share savings to loan accounts with us

* Make payments from share draft checking to loan accounts with us

ATM Transfers - types of transfers and dollar limitations

You may access your account(s) by ATM using your ATM card and personal identification number or VISA card and personal identification number, to:

- make deposits to share draft checking account(s)
- make deposits to regular share savings account(s)
- get cash withdrawals from share draft checking account(s)
 - you may withdraw no more than \$600.00 per day
- get cash withdrawals from regular share savings account(s)
 - you may withdraw no more than \$600.00 per day
- transfer funds from regular share savings to share draft checking account(s)
- transfer funds from share draft checking account(s) to regular share savings account(s)
- get information about:
 - the account balance of share draft accounts
 - the account balance of share savings accounts
 - the last 20 transactions on these accounts

Some of these services may not be available at all terminals.

Types of VISA Card Point-of-Sales transactions

You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

- Point-of-Sale Transactions - dollar limitations - Using your card:
 - you may not exceed amount of available balance.

Currency Conversion. If you effect a transaction with your VISA Card in a currency other than US Dollars, VISA International Incorporated will convert the charge into a US dollar amount. VISA International will use its currency conversion procedure, which is disclosed to institutions that issue VISA cards. Currently, the conversion rate used by VISA International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by VISA International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by VISA International. The currency conversion rate used by VISA International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. 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.

It'sMe247 Computer Transfers - types of transfers

You may access your account(s) by computer 24 hours a day and using your member number and password, to:

- * Transfer funds from share draft to share draft
- * Transfer funds from share draft to share savings
- * Transfer funds from share savings to share draft
- * Transfer funds from share savings to share savings
- * Make payments from share draft to loan accounts with us
- * Make payments from share savings to loan accounts with us
- * Get information about:
 - the account balance of share draft accounts
 - the last deposits to share draft accounts
 - the last withdrawals from share draft accounts
 - the account balance of share savings accounts
 - the last deposits to share savings accounts
 - the last withdrawals from share savings accounts
 - the last 20 transactions on these accounts

Fees

- * We do not charge for direct deposit to any type of account.
- * We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an **ATM** not owned by us, you may be charged a fee by the ATM operator, or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

Documentation

- * **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- * **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (800) 328-4131 to find out whether or not the deposit has been made.
- * **Periodic Statements.** You will get a monthly statement from us for your share draft checking account(s).

You will get a monthly statement from us for your share savings accounts unless there are no transfers in a particular month. In any case, you will get a statement at least annually.

Preauthorized Payments

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 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 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.

- **Notice of varying amounts.** 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 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 from 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 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.

Financial Institution's Liability

- **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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line of credit and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

Confidentiality

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 your account for a third party, such as credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or
- (4) As explained in the separate Privacy Disclosure.

Unauthorized Transfers

- (a) Consumer liability.

* Generally. Tell us AT ONCE if you believe your card and/or code 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 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, 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.

* Additional Limits on Liability for VISA Card when used for point-of-sale transactions. You will not be liable for any unauthorized transactions using your VISA 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 or the amount of money, property, labor, or services obtained by the unauthorized use before 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. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by VISA.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

Error Resolution Notice

In Case of Errors or Questions about Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, 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 days after we sent the FIR.ST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (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 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 any 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 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

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MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST