

ALPENA ALCONA AREA CREDIT UNION

1100 S Bagley St
PO Box 515
Alpena, MI 49707

Phone: 989-356-3577
Toll Free: 800-443-3577
eMail: aaacu@aaacu.com

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

TRANSFER TYPES AND LIMITATIONS

Account access: You may use your card and/or code to:

- Withdraw cash from your share draft or share savings account(s).
- Make deposits to your share draft or share savings account(s).
- Transfer funds between your share draft and share savings account(s) whenever you request.
- Make AAACU loan payments.
- Obtain account information (i.e. balance inquiries).
- Pay for purchases at places that have agreed to accept the card and/or code.
- Pay bills directly and/or by telephone from your share draft or share savings account(s) in the amounts and on the days you request.

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

Electronic check conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your share draft account using information from your check to: 1) Pay for purchases or 2) Pay bills.

Limitations on frequency of transfers: For security reasons, the numbers of personal identification number or PIN-based transactions are limited to a combined total of 10 per day.

Limitations on dollar amounts of transfers: For security reasons, PIN-based transactions cannot exceed \$500.00 per day (\$300.00 if we are offline with our network). Additionally, signature-based transactions are limited to a three day spend limit of \$2,000.00 (\$500.00 if we are offline with our network).

FEES

Refer to the separate Fee Schedule Disclosure for complete list of fees that may be assessed against your account.

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 fund 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.

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, the person or company making the deposit will tell you every time they send us the money. You can call us at 989-356-3577 or 800-443-3577 to find out whether or not the deposit has been made.

Periodic statements: You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

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's how:

Call us at 989-356-3577 or 800-443-3577 or write us at Alpena Alcona Area Credit Union – Accounting Department – 1100 S Bagley St – PO Box 515 – Alpena, MI 49707, 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.

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 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

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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal and/or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 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:

- Where it is necessary for completing transfers,
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
- In order to comply with government agency or court orders,
- If you give us your written permission, or
- As explained in the separate Privacy Policy Disclosure.

UNAUTHORIZED TRANSFER

Consumer Liability: Tell us AT ONCE if you believe your card and/or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 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 \$500.00.

Also if your statement shows transfers you did not make including those made by card, code, or other means, 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.

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your card and/or code has been lost or stolen, call: (989) 356-3577 or (800) 443-3577 or write: Alpena Alcona Area Credit Union – Accounting Department – 1100 S Bagley St – PO Box 515 – Alpena, MI 49707.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt; telephone us at 989-356-3577 or 800-443-

3577, write us at Alpena Alcona Area Credit Union – Accounting Department – 1100 S Bagley St – PO Box 515 – Alpena, MI 49707, or e-mail us at accountdept@aaacu.com as soon as you can.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days 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 credit your account within 10 business 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 question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. Your account is considered a new account for the first 180 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 3 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.

BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday, federal holidays are excluded.

REGULATORY AUTHORITY

If you believe any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the Office of Financial and Insurance Regulation, Credit Union Division at PO Box 30224 – Lansing, MI 48909 or the National Credit Union Administration at 1775 Duke Street – Alexandria, VA 22314-3428.

ADDITIONAL EFT DISCLOSURES FOR BUSINESS ACCOUNTS

Credit given to you by Alpena Alcona Area Credit Union for an automated clearing house (ACH) 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 Alpena Alcona Area Credit Union is entitled to a refund 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.

Under operating rules of the National Automated Clearing House Association (NACHA) which are applicable to ACH transactions involving your account, the 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.

The credit union may accept, on your behalf, payments to your account which have been transmitted through one or more automated clearing house which may or may not be subject to the Electronic Fund Transfer Act. Your rights and obligation 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 NACHA.