

Electronic Funds Transfer Agreement and Disclosure  
Millstream Area Credit Union  
Effective: August 10, 2011

This Electronic Funds Transfer Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Millstream Area Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the consumer application or consumer account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more consumer share or share draft accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any services, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the EFT services offered.

**1. EFT SERVICES—**

If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

**A. ATM Card.**

If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, Pulse, Cirrus, Visa, MasterCard, Discover, American Express, Alliance One Networks, Money Pass Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your card to:

- Withdraw funds from your share accounts.
- Transfer funds from your share accounts.
- Obtain balance information for your share accounts.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

**B. Visa Check Card-**

If approved, you may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card security number information before you will be permitted to complete the transaction. 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 share draft 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 other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. 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 personal identification number (PIN) in ATMs of the Credit Union, Pulse, Cirrus, PLUS, Visa, MasterCard, Discover, American Express, Alliance One Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your card to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN)

- to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail, telephone, or internet from places that accept Visa.

**C. Millstream Area Response Systems (MARS).**

If we approve Millstream Area Response Systems (MARS) for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number along with your account number to access your accounts. At the present time, you may use MARS to:

- Transfer funds from your accounts.
- Obtain balance information for your accounts.
- Determine if a particular item has cleared.
- Print a check from your account and have it mailed to you.
- Print a statement of your account and have it mailed to you.
- Mark a Visa Check Card on your account as lost/stolen to prevent unauthorized charges.
- Obtain yearly taxpayer information in regards to your account(s)
- Obtain Share and Share Certificate Rates, etc.

Your accounts can be accessed under Millstream Area Response Systems (MARS) via a touch-tone telephone only. Millstream Area Response Systems service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

**C. Internet Banking and Web Bill Pay.**

If we approve Internet Banking and Web Bill Pay for your accounts, a separate personal identification number (PIN) and password will be assigned to you. You must use your personal identification number along with your account number and password to access your accounts. At the present time, you may use Internet Banking to:

- Transfer funds from your accounts.
- Obtain balance information for your accounts.
- Determine if a particular item has cleared.
- Print a check from your account and have it mailed to you.
- Print a statement of your account.
- Mark a Visa Check Card on your account as lost/stolen to prevent unauthorized charges.
- Obtain yearly taxpayer information in regards to your account(s)
- Obtain Share and Share Certificate Rates, etc.
- Access Web Bill Pay services.

Your accounts can be accessed under Internet Banking. Internet Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each month for data processing.

Tell us AT ONCE if you believe your card, pin or password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your account. 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

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you learn of the loss or theft of your card, pin or password, you can lose no more than \$50 if someone used your card, pin or password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, pin or password, and we can prove we could have stopped someone from using your card, pin or password 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, 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, pin or password has been lost or stolen, call: [419-422-5626 or write: Payment Systems Specialist, 1007 Western Ave, Findlay, Oh 45840.

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.

*Business days*

For purposes of these disclosures, our business days are Monday through Friday. Holidays are included.

*Transfer types and limitations —*

*(1) Account access.*

You may use your card, pin and/or password to:

- (i) Withdraw cash from your checking or savings account.
- (ii) Make deposits to your checking or savings account.
- (iii) Transfer funds between your checking and savings accounts whenever you request.
- (iv) Pay for purchases at places that have agreed to accept the card and pin.
- (v) Pay bills directly by telephone or internet from your checking or savings account in the amounts and on the days you request.

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

*(2) Electronic check conversion-*

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- (i) Pay for purchases.

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(ii) Pay bills.

(3) *Limitations on frequency of transfers* —

- i. There is no limit on the number of Visa Check Card purchases you can make per day.
- ii. You may withdraw up to a maximum of \$505 (online) and \$255 (offline) in any 24 hour period from an ATM, if there are sufficient funds in your account.
- iii. There is no limit on the number of POS transaction may make in one day.
- iv. You may purchase up to a maximum of \$2,000 (online) and \$255 (offline) from POS terminals per day, if there are sufficient funds in your account.
- v. For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- vi. You may transfer up to the available balance in your accounts at the time of the transfer.
- vii. Offline transactions may be granted at the discretion of the Credit Union, you agree to financial responsibility for all offline transactions conducted with your card and will repay any funds granted to you offline, with insufficient funds in your account to cover the offline transaction.
- viii. For security reasons, there are limits on the number of transfers you can make using our terminals and point-of-sale transfer service.

(e) *Fees*—

(1) *Fixed charge.*

We will charge you \$1.00 each time you use an automated teller machine service (ATM) that is outside our networks.

(f) *Confidentiality*

We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

(g) *Documentation*—

(1) *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.

(2) *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 419-422-5626 or log on to your Internet Banking account to find out whether or not the deposit has been made.

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(3) *Periodic statements.* You will get a monthly account statement if you have a checking account and a quarterly account statement if you only have a savings account.

(4) *Savings account where the only possible electronic fund transfers are preauthorized credits.*

If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

(h) *Preauthorized payments —*

(1) *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 419-422-5626, or write us at 1007 Western Ave, Findlay, Oh 45840, 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. We may charge you [\$15.00 for each stop-payment order you give.

(2) *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.

(i) *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:

(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.

(2) If the transfer would go over the credit limit on your overdraft line.

(3) If the automated teller machine where you are making the transfer does not have enough cash.

(4) If the [terminal] [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.

(j) *ATM fees*

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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.

#### Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers ,telephone us at 419-422-5626, write us at 1007 Western Ave, Findlay, Oh 45840 , or e-mail us at [memberservices@millstreamcu.com](mailto:memberservices@millstreamcu.com) 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 FIRST 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 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.

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.