

THIS IS YOUR ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (EFTA) (15 USC SECTION A683 ET SEQ.) AND REGULATION E (12 CFR PART 205, ET SEQ.) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USES OF YOUR PERSONAL IDENTIFICATION NUMBER (PIN) AND PASSWORD TO ACCESS AMERICAN 1 CREDIT UNION'S (A1CU) AUDIO RESPONSE SYSTEM, AUTOMATED TELLER MACHINES (ATMs), OR HOME BANKING. PLEASE BE CERTAIN TO READ THIS DISCLOSURE CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

This disclosure covers all of the electronic fund transfer (EFT) services A1CU currently offers. Some provisions may not currently be applicable to you. Please read and retain this disclosure; it provides the procedures to be followed if you have an error or problem regarding your EFT services.

ATM Card, Debit Card, Audio Response System, and Home Banking Agreement - This agreement applies to any electronic fund transfer made to or from your account(s) through the use of your debit card, automated teller machine card or at any ATM, or the use of your password in conjunction with our audio response system or home banking product. An electronic fund transfer (called a "transaction") is the movement of funds other than a check or other paper instrument which is performed through the use of an ATM, audio response, point-of-sale transaction, or other electronic device. You understand that your card and any access codes are issued by us and are not transferable.

Accounts Affected - Each of the following types of accounts in the credit union can be subject to some kind of EFT service: Share Savings Accounts, Checking Accounts, Club Accounts, IRA Accounts, and Certificates. These types of accounts are sometimes referred to in this disclosure as "asset account(s)", or simply "account(s)".

Minimum Balance - You must always maintain a minimum of \$5.00 in a regular share savings account to be entitled to make, by use of ATM or otherwise, EFTs affecting your account(s).

Issuance Of PIN And Password - We will issue a Personal Identification Number (PIN) to be used in conjunction with your debit card, ATM card, and/or Home Banking for transactions. You may change your password on the audio response system or on Home Banking at any time.

Your Liability Under The Electronic Fund Transfer Act For Unauthorized Access To Your Share Accounts

Tell A1CU at once if you believe your card(s), PIN, or password have been lost or stolen. Telephoning is the best way of keeping any possible losses to you at a minimum. You could lose all the money in your account(s) (plus your maximum overdraft line of credit). If you believe your card(s), PIN, or password have been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your card(s), PIN, or password without your permission. If you do not tell us within two business days after you learn of the loss or theft of your card(s), PIN, or password, and we can prove we could have stopped someone from using your card(s), PIN, or password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transactions 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 will not get back any money you lost after 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 periods.

Address And Telephone Number For Notifying American 1 CU

If you believe your card(s) or PIN have been lost or stolen, or that someone has transferred or may transfer money from your account(s) without your permission, call us during our normal business hours at (888) 213-2848, or write:

American 1 Credit Union

718 E. Michigan Ave., Jackson, MI 49201

24 Hour Lost or Stolen Reporting for MasterCard Debit Cards (800) 754-4128.

Business Days - Our business days are Monday – Thursday 9:00 a.m. to 7:00 p.m., Friday 9:00 a.m. to 7:00 p.m. & Saturday 9 a.m. - 3 p.m. Holidays are not included.

Types Of Transfers Available And Limits On Transfers - In all cases, your ability to perform transactions is subject to there being sufficient funds available in your account(s). We reserve the right to restrict the use of your card in the event of delinquent loan status.

Transfers to your Account(s)

Credits

- Deposits of payroll deductions (or net paychecks) from American 1 CU, or other employers who have agreed to send such deposits to us.
- Direct deposit of various governmental benefits
- Deposit(s) from any third party governed by the National Automated Clearing House Association (NACHA)
- Automatic transfers to your account(s) from another person's account

Debits

- Payments of your house mortgage payments, insurance premiums and utility bills, as well as other types of payments to third parties governed by the National Automated Clearing House Association (NACHA)
- Automatic transfers to another person's account in the credit union
- Automatic transfers from your account to make payments on another person's loan to the credit union
- An electronic check conversion
- Transfers resulting from NACHA's lockbox program
- A fee assessed electronically by payee for re-presentation of an NSF check

Card Transactions - If you have a card for which we have issued a PIN, you can use it to make some or all of the following transactions:

- Deposits to your regular share or share draft account
- Cash withdrawals from your regular share or share draft account
- Balance inquiries
- Transfers (non-cash) from your regular share account to your regular share draft account, or from your regular share draft account to your regular share account
- Payments on loans
- Purchase transactions

A1CU's Audio Response & Home Banking System - You may use a touch-tone telephone keypad to access your account(s) through A1CU's audio response system or you may use an internet browser to access your account(s) through A1CU's home banking system to:

- Make a check withdrawal from your share savings or checking account(s). The check will be mailed to your statement address.
- Transfer funds between your share savings and checking account(s) and from your loan accounts to the above accounts
- Determine the balance in your accounts
- Apply for a consumer loan
- Obtain loan rates and savings certificate rates
- Verify cleared drafts, deposits, and withdrawals
- Determine the date and amount of your last loan payment

By using your account number and access code through A1CU, you agree that we may debit/credit your account(s) in accordance with your instructions.

Excluded Transactions - Some services that we offer do not constitute an electronic funds transfer as described in this disclosure. Examples of this are automatic transfers from your account(s) for a loan payment owed to us, automatic transfers between your own asset account(s) in the credit union, and the electronic re-presentation of a check which was originally returned for insufficient funds.

The terms and conditions of this disclosure only apply to those services and transfers which are electronic funds transfers as described above. They do not apply to other transactions which, although electronic in nature, do not constitute electronic funds transfers as described in that section.

Documentation of Transfers - You will receive a receipt at the time you make any transaction using an ATM. If your account is accessed by an ATM or a debit card, you will receive a monthly statement; otherwise you will receive a quarterly statement. Members with an open-end loan and/or checking accounts will continue to receive monthly statements regardless of ATM or debit card activity.

Preauthorized Credit - 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 the phone number listed in the section "Address and Telephone Number for Notifying A1CU," above, to find out whether the deposit has been made.

Notice Of Varying Amount Of Preauthorized Payments - If preauthorized payments to persons or companies vary in amount, the person or company you are going to pay will tell you 10 days before each payment when it will be scheduled and how much it will be. You may choose instead to get this notice only when the payment differs more than a certain amount from a previous payment, or when the amount would fall outside certain limits you set.

Procedure For Stopping Payment Of Preauthorized Transfers - If you have notified us in advance to make regular payments from your share savings or checking account(s), you can stop any of these payments which are made to companies other than A1CU. To accomplish this:

- Telephone or write to us, using the phone number or address listed in the section "Address and Telephone Number for notifying A1CU," above, in time for us to receive your request at least three business days before the payment is scheduled to be made.
- If you call, we may also require you to put your request in writing and give it to us within 14 days after you call.

Liability For Failure To Stop Payment Of Preauthorized Transfers - If you order us to stop one of these payments at least three business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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:

- If, through no fault of ours, you do not have sufficient funds in your account to make the transaction
- If the transaction would go over the credit limit on your line of credit at the credit union
- If the ATM at which you are making the transaction does not have enough cash
If the ATM was not working properly and you knew this when you started the transaction
- If circumstances beyond our control, such as fire or flood, prevent the transaction despite reasonable precautions that we have taken
- If for security reasons a limited amount of cash is available at an ATM
- If the funds are subject to legal process or other encumbrance restricting such transaction
- If you have not properly followed instructions for operation of the ATM
- If the transaction would exceed one of the established limits contained in this agreement

Disclosure Of Information To Third Parties - We will disclose information to third parties about your account or the transfers you make:

- When it is necessary for completing transactions.
- In the course of preparation, examination, handling, or maintenance of financial records by an officer, employee, or agent of A1CU that has custody of the records.
- In the course of examination of the financial records by a certified public accountant while engaged by A1CU to perform an independent audit.
- During the course of examination of financial records by, or the disclosure agency for use only in the exercise of that person's duty as an officer, employee, or agent.
- In the course of publication of information derived from financial records, if the information cannot be identified to you or any particular account of yours
- In the course of making reports or returns required by federal law
- Under certain provisions of the Commercial Law Article of the Annotated Code of Michigan relating to the dishonor of a negotiable instrument
- In an exchange, in the regular course of business, of credit information between A1CU and any other fiduciary institution or commercial enterprise if made directly or through a consumer reporting agency
- To comply with any court order or applicable state law
- To appropriate officials in connection with the prosecution of any action concerning insufficient funds
- To the Department of Human Resources to verify or confirm eligibility for public assistance
- If you give us your written permission

Error Resolution Procedure - In case of errors or questions about your transactions, telephone or write to us as soon as possible, using the phone number or address listed in the above section, "Address and Telephone Number for Notifying A1CU." If you think your statement or receipt is in error, or if you need more information

about a transaction listed in the statement or receipt, contact us. 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
- Describe the error or the transaction 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 require that you send us your complaint or question in writing within 10 business days
- We will tell you the results of our investigation within 10 business days, or 20 business days if the notice of error involves an electronic fund transfer to or from the account within 30 days after the first deposit to the account was made, and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions, or up to 90 days if a notice of error involves an electronic fund transfer that:
 - Was not initiated within a state
 - Resulted from a point-of-sale debit card transaction
 - Occurred within 30 days after the first deposit to the account was made
- If we decide to do this, we will credit your account within 10 business days (or 20 business days, if applicable) for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days (or 20 business days, if applicable), we may not re-credit your account.
- If we decide that there was no error, we will send you a written explanation within 3 business days after we complete our investigation & re-debit your account. You may ask for copies of the documents that we used in our investigation.

Responsibility For Overdraft - If any electronic funds transfer creates an overdraft in your regular share, or checking account, the overdraft amount is due and payable immediately. You agree to pay the full amount of the overdraft to us, together with any fees incurred. You also authorize us, in such a case, to apply from any other shares or deposits you may have in the credit union such amount as may be necessary to pay such overdraft, in accordance with your checking account agreements with us.

We may offer a discretionary, non contractual means of paying your overdrafts. Unless we advised you otherwise, your card allows you to access overdraft protection on your [checking or share draft] account subject to the limits we have established. You agree to repay any overdraft and any overdraft fees caused by using your card. Unless stated on your ATM's screen, a sign near the ATM, and/or your transaction receipt, your stated account balance does not include this overdraft protection. You understand that even if you check your account balance immediately prior to using your card, items such as checks you have written or recent credit/debit activities may not yet have been posted to your account. You may also, for example, have sufficient funds to use your card, but still cause an overdraft on a check that had not yet been processed. If you want to avoid an overdraft, you agree to reconcile your account by checking your periodic statements and any outstanding unpaid items before using your card.

Fees - The credit union has provided you with a separate fee schedule for charges you may incur with A1CU. A separate fee may also be imposed by:

- An ATM operator not holding your account
- Any national, regional or local network used to complete the transaction

Foreign Currency Transactions - Transactions made with the card(s) in foreign currencies will be charged to your account in U.S. dollars.