

DISCLOSURE PURSUANT TO ELECTRONIC FUND TRANSFER LAW

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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 1005, 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 Online Banking and App 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, TRUE Savings and Certificates. These types of accounts are sometimes referred to in this disclosure as "asset account(s)", or simply "account(s)".

Account Agreements

The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.

Minimum Balance

You must always maintain a minimum of \$5 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

You may be issued a PIN and/or password in relation to the use of a debit/credit card or online/mobile/phone banking access. You agree to keep information such as PINs, passwords and usernames used to gain access to your account secret. You understand this information is not to be shared with anyone at any time and should be stored in a safe secure location that only you have access to. You understand and agree that if you are negligent with such information and it results in a loss, you may be liable for such losses.

This is a disclosure and a contract. The terms and conditions set out here are binding on you and on us to the making of such electronic funds transfers and the use of the ATM cards, the PINs, and passwords in the following cases:

- a. If you use the account(s) covered by this disclosure after receipt of this agreement.
- b. If you already have an ATM or Debit card and PIN and you use them to conduct such transactions after the receipt of this agreement.

- c. If you ask us to provide you with a PIN and you thereafter use it, together with an ATM or Debit card we have issued, to conduct such transactions.
- d. If we issue a personal access code at your request and you use it to conduct transactions via online or mobile banking.
- e. If we issue a password at your request and you use it to conduct transactions through online or mobile banking.

In all such cases, your use of the account(s) or conducting such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, such as "in person/branch transactions" and where other non-electronic transactions are concerned.

In this disclosure "you" and "your" include the plural in cases where two or more people have interest in a single account affected by an electronic funds transfer service. "We" or "us" refers to American 1 Credit Union.

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

Tell American 1 Credit Union 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. You must notify 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 had you told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may, at our sole discretion, 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 at (888) 213-2848, or write:

American 1 Credit Union
718 E. Michigan Ave.
Jackson, MI 49201

Business Days - Our business days are Monday – Friday 9 a.m. to 7 p.m. and Saturday 9 a.m. to 4 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 available funds in your account(s). We reserve the right to restrict the use of your card in the event of delinquent loan status. You have the option to limit the amount of cash that can be withdrawn by your ATM/Debit Card to \$50.00 per day or some other amount that is acceptable to us. To activate this option, please contact using the information provided in the section "Address and Telephone Number for Notifying American 1 CU" above.

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Transfers To/From 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 utilities bill as well as other types of payments to third parties governed by the National Automated Clearing House Association (NACHA)
- Automatic transfers from your account to another person's account or loan at the Credit Union
- An electronic check conversion
- Transfer resulting from NACHA's lockbox program
- A fee assessed electronically by payee for representation of an NSF check

Crediting of Deposits and Payments

Deposits or payments made in an ATM, whether cash, by check, or through money order, are subject to verification and the posting of such deposits and payments to savings, checking, or a loan account may be delayed until the funds can be collected from the machine, verified and entered into our system. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with the Credit Union and the funds availability policy as was disclosed to you upon opening your account and as may have since been amended.

Card Transactions

If you have a card for which we have issued a PIN, you may be able to 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

*The use of your ATM or Debit card when completing a transaction that uses an electronic terminal is an electronic funds transfer. Funds to cover your purchase will be deducted from your account. For more information on card transactions and how they may affect your available balance, please refer to the overdraft section of this agreement.

Location of ATMs

The number and locations of ATMs owned or operating by American 1 Credit Union is subject to change at any time. For a current listing of ATM locations please visit our website at www.american1cu.org.

Card Ownership

All cards granted to you for access to your account, including but not limited to credit, debit and ATM, are property of American 1 Credit Union. The Credit Union has the right, without liability, notice or consent to revoke, limit or cancel any or all use of the card

privileges afforded in this agreement. You agree to surrender the card immediately upon demand. If this membership agreement is terminated you agree to surrender the card to us. The primary member is responsible for all access cards issued to the primary or joint owners of the account. If a joint owner assigns their rights of an account, the primary member shall recover and surrender all cards issued in the joint owner's name. Any transaction completed by the joint owner after their assignment of interest shall be considered authorized and the primary account owner will be held responsible until they notify the Credit Union in writing that the joint owner is not authorized to perform transactions or the card has been surrendered to the Credit Union.

A1 Access Phone Banking Technology & Online Banking System

You may use a touch-tone telephone keypad to access your account(s) through A1's Access Phone Banking Technology system or you may use an internet browser or the mobile application to access your account(s) through A1 Online Banking system to perform some or all of the following transactions:

- Determine both the "balance" and "available balance" in your account(s)
- Transfer funds between your share savings and checking account(s) and from your loan accounts to the above accounts
- Verify cleared drafts, deposits, and withdrawals
- Determine the date and amount of your last loan payment
- Make a deposit using Remote Deposit Capture/Mobile Deposit using the Mobile Banking application (please refer to the Mobile Deposit "RDC" Agreement and Disclosure for full terms and conditions)

By using your account number and access code through American 1 Credit Union, 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-presentment 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 there is an EFT conducted on your account, 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 EFT 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 American 1 CU," 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.

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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 American 1 CU," 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, the available balance in your account is insufficient 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

Liability for Accuracy of Data

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 funds 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 this data input prepared by your employer or other authorized company and we will have no obligation to investigate or determine the accuracy and correctness of this data.

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 American 1 Credit Union 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 American 1 CU." 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 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 (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. 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 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.

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 available 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.

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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

When you use an ATM that is 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). You understand and agree that the ATM operator or network may charge multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session.

Foreign Currency Transactions

Transactions made with the card(s) in foreign currencies will be charged to your account in U.S. dollars. This includes transactions that are initiated within the United States through online or telephone platforms that are conducted with merchants that are located outside of the United States.

Advisory Against Illegal Use

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by a merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Governing Law

This Electronic Funds Transfer Agreement and Disclosure is governed by the bylaws of American 1 Credit Union, federal laws and regulations, state laws and regulations, and local clearing house rules, as may be amended from time to time. You consent to and agree that any dispute regarding this Agreement shall be subject to exclusive jurisdiction in the State of Michigan. Notwithstanding, the foregoing or any other provision of this agreement, the Arbitration Agreement in the Membership and Account Agreement applies to disputes regarding this Agreement, and the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of the Arbitration Agreement.

Enforcement

You agree that you will be liable to us for any loss, cost, or other expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us to deduct any loss, cost, or other expenses, including any attorney's fees, for any action we may take to enforce this Agreement from any account you hold with American 1 Credit Union.

Amendments, Termination

We reserve the right to amend this disclosure (Agreement) in any manner and at any time. If we do so, we will give you such notice as we deem reasonable under the circumstances; or as required by law. We also reserve the right to terminate this disclosure (Agreement) by sending a notice of such termination by mail to your last known address on our records, which notice shall be effective when mailed.

Regulatory Agency

If you believe we may have violated the Michigan law regarding electronic funds transfers (Michigan Public Act No. 322 of 1978) you may contact:

Michigan Department of Insurance and Financial Services
PO Box 30220
Lansing, MI 48909

Termination of Prior Agreements

This disclosure terminates and takes the place of any disclosure or agreement related to Electronic Funds Transfer laws we have previously provided to you.