



4411 Calkins Road • PO Box 320830  
Flint, MI 48532-0015 • 810.720.8300

## Disclosure Pursuant to Electronic Fund Transfer (EFT) Laws

**THIS DISCLOSURE PURSUANT TO ELECTRONIC FUND TRANSFER LAWS** is the contract ("Agreement") which covers your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by Sovita Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants or joint owners. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union. The term "Card" refers to your ATM Card, your Debit Card, or to either type of card depending on the context of the section of this Agreement involved. EFTs are electronically initiated transfers of money from your account through the EFT services described below. By signing an application for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Your application to us for existing services authorizes us to provide new services to you as they become available upon the request of any of you. The provisions of the Membership and Account Agreement governing your accounts are applicable to services covered by this Agreement; in the event of any conflict between the two agreements, this Agreement shall prevail.

### 1. **EFT SERVICE.**

If approved, you may conduct any one or more of the EFT services offered by the Credit Union. Each of the following types of accounts in the Credit Union can be subject to some kind of EFT service:

- Regular Share
- Christmas Club
- Super Club
- Summer Check Club
- Share Draft
- HI-FI
- Mortgage Payment Club
- Loan Pledge Club
- IRA
- Certificates of Deposit
- Health Savings Account

As is your right, you have previously designated which of your account(s) you want to be subject to any particular type of EFT service. You may change those instructions in the future, and we will follow your new wishes to the extent our EFT programs permit at that time.

#### a. **ATMs.**

You may use your Card and assigned personal identification number ("PIN") in NYCE® and Plus® terminals, and such other automated teller machines ("ATMs") or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to specified accounts.
- Withdraw funds from specified accounts.
- Transfer funds between specified accounts.
- Obtain balance information for your specified share and deposit accounts.
- Transfer funds between specified accounts of the Credit Union and other financial institutions that participate in the NYCE® Network and pursuant to the rules of the NYCE® Network.
- Pay certain bills with participating vendors on-line or by telephone via the NYCE® Network.

The following limitations on the frequency and amount of ATM transactions may apply:

- You may withdraw up to a maximum of \$100.00 in any one (1) day, if there are sufficient funds in your account. A higher limit may be applied for or granted based upon your account relationship with the Credit Union. You may also request a lower limit.
- You have the right to require us to program our system so that no more than \$50.00 cash can be obtained from an account during a single day by use of your ATM Card. Please contact us if you want this option.
- You may deposit up to a maximum of \$5,000.00 in any one day. A higher limit may be applied for or granted based upon your account relationship with the Credit Union. You may also request a lower limit.
- Certain ATM Cards are issued which are limited to transactions **for withdrawal** only from various accounts.
- Certain ATM Cards are issued which are limited to transactions **for deposit only** to various accounts, such as Individual Retirement Accounts. As to ATM Cards issued **for deposit only**, the limitations on withdrawals discussed above do not apply since no withdrawals at all are allowed.
- For security purposes, there may be other limits imposed on the frequency and amount of transfers available at ATMs.

You may transfer up to the available balance in your accounts at the time of the transfer.

#### b. **Point-of-Sale (POS).**

If we approve your application for POS services, you may use your Card and PIN to pay for purchases from participating merchants who have agreed to accept the Card at POS terminals within the NYCE® Network or such other POS terminals as the Credit Union may designate.

- Funds to cover your POS transactions 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 handle it as stated in paragraph 4 and may terminate the services under this Agreement.

- You may make Card purchases up to the lesser of the amount of available funds in the account each day or \$100.00, exclusive of ATM withdrawals. A higher limit may be applied for or granted based upon your account relationship with the Credit Union. You may also request a lower limit.
- For security purposes, there may be other limits imposed on the frequency and amount of POS transactions.

**c. Debit Card.**

You may use your Card to purchase goods and services at places that accept VISA® Cards (these are POS transactions). You may use your Card to receive cash advances at financial institutions that accept VISA®. You may also use the Card and PIN for any ATM or POS transaction, as stated in Section 1a and 1b. You may also order goods or services by mail or telephone from places that accept VISA® Cards. Some of these services may not be available at all locations. Use of the Card, the account number on the Card, the PIN, or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions, or others who honor VISA® Cards is an order by you for the withdrawal of the amount of the transaction from your specified account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union will handle it as stated in paragraph 4 and may terminate any or all services under this Agreement.

- You may make Card purchases and/or cash advances up to the lesser of the amount of available funds in your share draft account or the maximum authorization limit defined by the Credit Union per day, exclusive of ATM and POS withdrawals. Please contact us to obtain information as to your maximum authorization limit.
- For security purposes, there may be other limits imposed on the frequency and amount of Debit Card transactions.
- Pay certain bills with participating vendors on-line or by telephone via the NYCE® Network.

If you have been issued a Debit Card in connection with a Health Savings Account (an "HSA Debit Card"), you can use that card only to pay qualified medical expenses of yourself, your spouse, or your dependents, pursuant to the terms and conditions of the Credit Union HSA Custodial Agreement. Internal Revenue Service regulations limit the amount of distributions that can be made by use of an HSA Debit Card. Refer to the terms and conditions of the Credit Union HSA Custodial Agreement and the applicable Internal Revenue Service regulations regarding those limitations.

**d. Audio Response (A+CALL).**

If we approve A+CALL® audio response service for your accounts, a separate personal identification number ("PIN") will be assigned to you. You must use your PIN along with your account number to access your accounts. You may use the audio response service to:

- Withdraw a check payable to the primary member (if a joint account-payable to the primary member or joint owner) and mailed to your address of record from your specified share accounts.

- Transfer funds to specified accounts (up to six (6)).
- Transfer funds between your specified accounts.
- Obtain balance information for your accounts.
- Access your specified accounts.
- Request an advance under your Revolving Credit Contract or Real Estate Secured Line of Credit Agreement in accordance with its terms.

Your accounts can be accessed under the audio response service via a Touch-Tone® telephone only. The service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, other than as stated in paragraph 5.
- No transfer or withdrawal may exceed the available funds in your account. A transfer made through A+CALL® can only be reversed by a party to the account.

**e. Electronic Check Conversion/Electronic Returned Check Fee.**

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 pay for a purchase or pay a bill. If you pay for something with a share draft you may authorize your share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. These transactions may use the Automated Clearing House (ACH) or other payments network. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization. If an electronic check conversion occurs, the original check may be returned to you by the payee or may be retained by the payee or the payee's financial institution. If you do not wish for an electronic check conversion to occur, you must find another way to pay the obligation involved, such as a money order.

**f. Preauthorized EFTs.**

You may authorize third parties to initiate the following types of EFTs through the ACH or other payments network:

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your specified account(s).
- **Preauthorized Debits.** Upon instruction, the Credit Union will pay certain recurring transactions from your specified account(s).

**g. On-Line Banking (A+COMPUTE).**

If we approve your application for computer access to your accounts using A+COMPUTE®, you can use A+COMPUTE® with your on-line Access ID and Password to:

- Transfer funds between your specified accounts.
- Obtain account information.
- Request an advance under your Revolving Credit Contract or Real Estate Secured Line of Credit Agreement in accordance with its terms.
- Withdraw a check payable to the primary member (if a joint account-payable to the primary member or joint owner) and mailed to your address of record from your specified accounts.

You may also use A+COMPUTE® to download account information and obtain copies of statements, but these are not considered "EFT transactions."

A+COMPUTE® is generally available 24 hours a day, 7 days a week, although the system may be down from time to time for maintenance. All transactions are limited to available funds in your authorized account(s), plus any overdraft protection you may have for your Share Draft account. There is no limit to the number of inquiries or transfers you may make in any one day, other than as stated in paragraph 5. A transfer made through A+COMPUTE® can only be reversed by a party to the receiving account.

The amount of any recurring payment or transfer you make may be charged to your account. If the A+COMPUTE® service is not used for a period of 90 days, it may be automatically cancelled.

**h. On-Line Bill Payment.**

If we approve your application for On-Line Bill Payment service, this service will be added to your On-Line Banking service (accessible through A+COMPUTE®) and you will be able to schedule withdrawals from your Share Draft account to be sent to a third party. This service is generally available 24 hours a day, 7 days a week. All transactions are generally limited to available funds in your Share Draft account plus any overdraft protection you may have with respect to your Share Draft account.

There is a monthly fee to use the On-Line Bill Payment service as set forth in our Truth-in-Savings Account Disclosure and Fee Schedule. Under some circumstances, as set forth in the Fee Schedule, this fee will be waived. The monthly fee, unless waived, will be deducted each month from your Share Draft account.

You may use the On-Line Bill Payment service to make payments from your Share Draft account to anyone you designate that we accept as a "Payee." We reserve the right to refuse to accept any payee or to revoke our acceptance of a payee. Payments will be made in United States dollars and must be made to payees located in the United States or who have an account at a financial institution in the United States to which payments can be sent. We generally will not accept as a payee any of the following: (1) a tax authority, (2) a court or a court-controlled account, and (3) a securities account used to settle securities purchases.

## **2. CONDITIONS OF EFT SERVICES.**

### **a. Ownership of Cards.**

Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to our instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

### **b. Honoring the Card.**

Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

### **c. Security of Access Codes (PINs, Access ID, Checkbook, and Password).**

We may require you to use one or more access codes to complete EFTs. These codes are required for security purposes. Any codes issued to you or that you select should not be disclosed to third parties or kept with or written upon the access device. You are responsible for the safekeeping of your access codes and agree not to furnish such codes to any person not authorized to conduct transactions on your accounts. If you furnish another person with your ATM Card and PIN, Debit Card and PIN, A+CALL® PIN, A+COMPUTE® Access ID and Password, checkbook or a check (other than a fully completed check given to the person shown as the Payee on the check), you will be responsible for all electronic fund transfers initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers. Until you have notified us in writing, you will be liable for all transfers initiated by that person. If we suffer a loss that results from your failure to maintain the security of such codes, then we may terminate all EFT services for your accounts.

### **d. Joint Accounts.**

If any of your accounts accessed under this Agreement are joint accounts, all joint owners shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any deposit or loan account as provided in this Agreement. Each joint account owner, without the consent of any other account owners, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner. Notice sent to any joint account owner will be considered notice to all.

### **e. Minimum Balance.**

To receive a Card or access code you must have at least \$100.00 in regular shares or in your share draft account. You must always maintain a minimum of \$5.00 in regular shares to be entitled to make EFTs affecting your account(s). A Card or access code will only be issued if any loans you have with us are current when the Card or access code is issued and the Card or access code may be taken back if loans thereafter become delinquent. We reserve the right to increase minimum balance requirements or impose other restrictions in the future, but if we do so we will give you at least twenty-one (21) days advance written notice.

### **f. Advisory Against Illegal Use.**

You agree not to use your Card for any illegal gambling or other illegal purpose. Display of a payment card logo, by example, an on-line merchant, does not necessarily mean that transactions are lawful in all jurisdictions in which you may be located.

## **3. FEES FOR EFTs.**

We charge various fees in connection with EFTs. These fees are set forth in our Fee Schedule, which is a part of our Truth-in-Savings Account Disclosure. We reserve the right to impose other fees for EFTs and we reserve the right to increase fees for EFTs. Again, though, we will give you at least twenty-one (21) days advance written notice before imposing or increasing any such fees. Any fees applicable to your Health Savings Account will be deducted from your Regular Share Account. If you have more than one Regular Share Account, we may charge the fees to any of them.

When you use an automated teller machine not owned by us, you may be charged a fee by the ATM operator or any network used in processing the transaction and you may be charged a fee for a balance inquiry even if you do not complete the fund transfer. The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry. All ATMs that we own or operate are identified as our machines.

## **4. RESPONSIBILITY FOR OVERDRAFTS.**

### **a. Regular Share Accounts.**

When an EFT that is not an ATM withdrawal or a one-time debit transaction creates an overdraft in your regular share account, (1) a transfer will be made from your other share or deposit account(s) to cover the overdraft, in accordance with the Membership and Account Agreement or other Overdraft Reimbursement Agreement with us and a fee as set forth in our Fee Schedule will be charged, or (2) an advance on your line of credit loan account with us will be made to cover the overdraft and you will repay that advance in accordance with the terms and conditions of your line of credit plan, depending upon which overdraft protection you have selected. If there are not sufficient funds to make a transfer according to (1) or (2), if applicable, of the preceding sentence, or if you do not have overdraft protection for your share account or the transaction is an ATM withdrawal or a one-time debit transaction, then such an overdraft will be handled as follows: (a) If you obtain cash from an ATM or make an A+COMPUTE® transaction which creates an overdraft in your regular share account, the overdraft amount is due and payable upon our demand and you agree to pay the full amount of it to us, and you also authorize us, if you fail to pay it upon our demand, 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 amount, or (b) If the transaction is not one listed in the preceding clause (a), the transfer will be returned to the third party originator as "not sufficient funds" (NSF) to pay for it, and you agree to pay to us a "not sufficient funds" (NSF) fee as set forth in our Fee Schedule; however such a fee will not be charged on ATM and one-time debit card transactions (which we generally will not honor).

**b. Share Draft Accounts.**

When an EFT that is not an ATM withdrawal or a one-time debit transaction creates an overdraft in your share draft account, (1) a transfer will be made from your other share or deposit account(s) to cover the overdraft, in accordance with the Membership and Account Agreement or other Overdraft Reimbursement Agreement with us and a fee as set forth in our Fee Schedule will be charged, or (2) an advance on your line of credit loan account with us will be made to cover the overdraft and you will repay that advance in accordance with the terms and conditions of your line of credit plan, depending upon which overdraft protection you have selected. If there are not sufficient funds to make a transfer according to (1) or (2), if applicable, of the preceding sentence, or if you do not have overdraft protection for your share draft account or the transaction is an ATM withdrawal or a one-time debit transaction, then the overdraft amount will be due and payable upon our demand and, if you fail to pay it upon our demand, we may apply from any other shares or deposits you may have in the Credit Union such amount as may be necessary to pay such overdraft amount. The credit union reserves the right to pay or return unpaid any transaction which, if paid, would create or increase a negative balance in your share draft account. Regardless of whether we pay or return such a transaction, you agree to pay us a "not sufficient funds" (NSF) Fee as set forth in our Fee Schedule for each such transaction; however such a fee will not be charged on ATM and one-time debit card transactions (which we generally will not honor).

**c. Health Savings Accounts.**

In general, we will not honor any EFT that would create an overdraft in your Health Savings Account. However, if we do honor an EFT that creates an overdraft in your Health Savings Account, we will not transfer funds from any share or deposit account or line of credit loan account to cover it except as provided in your Membership and Account Agreement. If the transaction which created the overdraft is one that we honored (which will generally NOT be the case), the overdraft amount is due and payable the moment you get it and you agree to pay the full amount of it to us. Normally if such a transaction is presented, the transfer will be returned to the third party originator as "not sufficient funds" (NSF) to pay for it, and you agree to pay to us a "not sufficient funds" (NSF) fee (which we will charge to your Regular Share Account or any of your Regular Share Accounts if you have more than one) as set forth in our Fee Schedule.

**d. Determining Whether and EFT is an Overdraft.**

When determining whether an EFT drawn on your account is drawn against an insufficient account balance, both for the purpose of determining whether and how to pay the EFT and whether a fee related to the EFT being an overdraft may be charged, the Credit Union will use the "Available Balance" (sometimes referred to in this Agreement as "available funds" or by some other reference to funds that are available) for your account at the time the EFT is presented. The Available Balance is the balance shown on our books ("Ledger Balance") reduced by (i) the amount of any holds in place with respect to deposited checks or other items, (ii) amounts in the account that are subject to holds based on court, tax agency, or other governmental proceedings, and (iii) amounts that we believe are subject to a dispute over ownership or other rights. Note that the use of the Available Balance for these purposes may cause a fee related to an overdraft to be charged, or a line of credit advance or transfer from another account to be made, even though your periodic statement may not reflect any time when the balance (periodic statements use Ledger Balances) would be negative.

**5. OTHER LIMITATIONS.**

No transfer or withdrawal from your regular Share account, Christmas Club account, Summer Check Club account, Super Club account, or HI-FI account will be made by phone, through the A+CALL® program, A+COMPUTE®, or through preauthorized or automatic transfers if earlier in the same month six (6) transfers or withdrawals from these accounts have already been made pursuant to such authorization. We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least twenty-one (21) days advance written notice before doing so.

**6. MEMBER LIABILITY.**

Tell us AT ONCE if you believe your Card, access code, or checkbook 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 and shares or deposits used to cover overdrafts). If you tell us within two (2) "business days," you can lose no more than \$50.00 if someone used your Card, access code, or checkbook without your permission. If you believe your Card, access code, or checkbook has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card, access code, or checkbook without your permission. If you do NOT tell us within two (2) "business days" after you learn of the loss or theft of your Card, access code, or checkbook, and we can prove we could have stopped someone from using your Card, access code, or checkbook without your permission if you had told us, you could lose as much as \$500.00.

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 sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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.

If you believe your Card, access code, or checkbook has been lost or stolen or that someone has transferred money from your account without your permission, or may be about to do so, call:

**(810) 720-8300 - Ask for Member Services Department**

or write:

**Sovita Credit Union  
Attn: Member Services Department  
P.O. Box 320830  
Flint, Michigan 48532-0015**

**Additional limits on liability for VISA Debit Card (A+CHECK Card) when used for point-of-sale-transactions.**

Unless you have been grossly negligent, have engaged in fraud, or have used your card for an illegal transaction, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Debit Card, when it is used for point-of-sale transactions at a merchant who processes the transaction through VISA®. However, when you discover the loss or theft of your Card, you should immediately report it to us at the address or phone number written above.

**7. RIGHT TO RECEIVE DOCUMENTATION.**

**a. Periodic Statements.**

Transfers and withdrawals made through any ATM, Debit Card, POS, Audio Response, Preauthorized EFT, Electronic EFT, and A+COMPUTE® (including On-Line Bill Payment) will be recorded on your periodic statement. You will receive a statement monthly unless there are no transactions in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.**

You will receive a receipt (unless you elect not to) at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant. You should retain copies of such receipts and use them to verify the accuracy of your statements.

**c. Direct Deposit.**

If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive notice of the transaction, you can find out whether or not the deposit has been made by calling (810) 720-8300 - Ask for Member Services Department.

**d. Notice of Varying Amounts.**

If you have told us to make regular payments out of your account in varying amounts, the person you are going to pay is required to tell you ten (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. If so, you must make the necessary arrangements with the person you are going to pay.

**e. Evidence.**

Periodic statements and terminal receipts are admissible evidence. It is very important that you regularly check your account statement for errors, discrepancies, or improper transactions. Photocopies will be furnished on request for a charge.

**8. DISCLOSURE OF INFORMATION TO THIRD PARTIES.**

We have provided you with our Privacy Disclosure that describes the circumstances in which we may share information about your accounts with third parties. So long as you maintain your accounts with us, you agree that the credit union may share information as described in the Privacy Disclosure, as it may be revised from time to time.

In the ordinary course of business, we disclose information concerning your account(s) or the transfer of funds affecting your account(s):

- With your consent; or
- To verify the existence and condition of your account for a third party, such as a credit bureau or a merchant with whom you have a transaction; or
- If necessary to verify or complete an EFT; or
- To comply with government agency or court orders; or
- If the information relates to improper use of your account(s); or
- To protect the security of our financial records; or
- To companies that perform marketing or other services on our behalf; or
- To other financial institutions with which we have joint marketing agreements; or
- As otherwise disclosed in our Privacy Disclosure.

**9. BUSINESS DAYS.**

Our business days from Labor Day to the end of June are Monday through Saturday. Our business days from the beginning of July to Labor Day are Monday through Friday. Holidays are not included. We reserve the right to change our "business days" and if we do so we will notify you in advance.

**10. CREDIT UNION 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 may be liable for your losses or damages. There are exceptions. We will not be liable, for example:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy (and thus are not available funds), or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner, or after your right to use your Card or access code has been cancelled.
- If the ATM where you are making a withdrawal does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, power failure, or malfunction of the central data processing facility) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral, or frozen, or offset because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you knew or should have known about the breakdown when you started the transaction.
- If the transfer would go over the credit limit on your overdraft line.
- If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- If a law or regulation prevents us from completing the transaction.
- If any other exception as established by the Credit Union and communicated to you applies.

In no event will the Credit Union be liable for consequential, indirect costs or damages, or punitive damages. If we fail to correctly complete a transfer from your account, in a circumstance other than as listed above, our liability will be limited to the amount of the transfer, and we will be responsible for returning the improperly transferred funds to your account, and/or for directing to the proper recipient any previously misdirected bill payments or transfers.

**11. STOP PAYMENT RIGHTS.**

**a. Procedures.**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. You MUST call us at:

**(810) 720-8300 - Ask for Member Services Department**

or write us at:

**Sovita Credit Union  
Attn: Member Services Department  
P.O. Box 320830  
Flint, Michigan 48532-0015**

in time for us to receive your request three (3) "business days" or more before the payment is scheduled to be made. You must tell us whether you want the current payment only or all future payments to stop. If you call, you will be REQUIRED to put your request in writing and get it to us within fourteen (14) days after you call. We charge a fee as set forth in our Fee Schedule for handling such stop payment orders. We reserve the right to increase such charge in the future.

**b. Liability for Failure to Stop Payment of Preauthorized Transfers.**

If you order us to stop one of these payments three (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.

**c. Debit Card Transactions.**

The Credit Union cannot honor stop payment requests on Debit Card transactions. You do not have the right to order the Credit Union to stop payment on any such transaction.

**d. A+COMPUTE Transactions.**

The Credit Union cannot honor stop payment requests on A+COMPUTE® transactions other than payments through our On-Line Bill Payment service that have been scheduled in advance. In the event a payment order is sent by you in error, you should directly contact the Credit Union for assistance.

**12. MERCHANTS.**

Merchants and others who honor the Debit Card may give credit for returns or adjustments. They will do so by initiating a credit to the Credit Union, and your account will be credited.

The Credit Union is not responsible or liable for the refusal of any merchant, financial institution, or electronic terminal to honor your Card, complete a withdrawal from your account or for its retention of your Card even if funds are available. The Credit Union is subject to the claims and defenses (other than tort claims) arising out of goods or services you purchase with your Card if you have made a good faith attempt, but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50.00 and was made in your state or within 100 miles from your home.

**13. REVERSING EFTs.**

If an EFT was a payment of \$50.00 or more for goods or services, you have the right to require us to reverse such transfer and to recredit your account with the full amount of the transfer if (1) you tell us, within four (4) calendar days after the date of the transfer, to make such a reversal, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned.

If you do these things in writing you MUST send the letter to:

**Sovita Credit Union  
Attn: Member Services Department  
P.O. Box 320830  
Flint, Michigan 48532-0015**

If you phone us, you MUST call us at:

**(810) 720-8300 - Ask for Member Services Department**

If you tell us orally that you want such a transfer reversed, we will send you a form you can use to confirm your reversal request, your notice of attempted resolution of the dispute, and your assurance to return any returnable goods involved. You are required to get this form back to us properly filled out within fourteen (14) calendar days after the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests, and to increase such charges thereafter.

If we discover errors in the posting of deposits, transfers, withdrawals or loan balances, we will initiate corrections as authorized by our underlying account agreements and applicable law.

**14. NOTICES.**

All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union accounts and any future changes to those regulations.

**15. BILLING ERRORS.**

In case of errors or questions about your electronic fund transfers call or write us at the telephone number or address set forth in paragraph 6 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.

- A. Tell us your name and account number, and
- B. 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, and
- C. 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 ten (10) business days.

We will tell you the results of our investigation within 10 business days (5 business days for a VISA® Debit Card point-of-sale transaction and 20 business days if the transfer involves an account opened less than 30 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 (if you give notice of an error within 30 days of opening an account, notice of an error involving a point-of-sale transaction, or notice of an error involving a transaction initiated outside of the U.S., its possessions and territories, we will have 90 days instead of 45) to investigate your complaint or questions. If we decide to do this, we will credit your account within 10 business days (5 business days for a VISA® Debit Card point-of-sale transaction and 20 business days if the transfer involves an account opened less than 30 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 questions in writing and we do not receive it within 10 business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation.

You may ask us for copies of the documents that we use in our investigation and we will furnish them to you to the extent that such documents do not violate the rights of other members or consumers. We may, in such cases, require payment of a nominal charge for such copies.

**16. TERMINATION OF EFT SERVICE.**

You may terminate this Agreement or any EFT service under this Agreement at any time by notifying the Credit Union in writing and stopping your use of your Card and any access code. Upon termination, you agree to return all Cards to the Credit Union or destroy the Cards upon request of the Credit Union. You also agree to notify any participating merchants that the authority to make bill payment transfers has been revoked. The Credit Union may also terminate this Agreement at any time by notifying you orally or in writing at your last known address on file at the Credit Union. If either you or the Credit Union terminates this Agreement, the Credit Union may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that the Credit Union will not accept any further preauthorized transaction instructions. The Credit Union may also program its computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement or any EFTs made prior to termination.

**17. AMENDMENTS.**

We reserve the right to amend this Agreement in any manner and at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. In the specific cases mentioned earlier, we will give you at least twenty-one (21) days advance written notice. You agree that we may amend or modify this Agreement without notice if an immediate change is necessary to maintain or restore the security of the system or any account.

**18. TERMINATION OF PRIOR AGREEMENTS.**

This Agreement terminates and takes the place of any "Credit Union Access Card Agreement" or "Disclosure Pursuant to Electronic Fund Transfer Laws" we have previously furnished to you.

**19. ACCOUNT AGREEMENTS.**

All transactions covered by this Agreement are also subject to all the terms and conditions of the Agreements which govern the account being debited or credited in connection with the EFT, except as modified by this Agreement.

**20. FOREIGN TRANSACTIONS.**

Transactions made in foreign countries or foreign currencies will be charged to your account in U.S. dollars. The exchange rate for transactions in a foreign currency will be a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, an International Transaction Fee as set forth in our Fee Schedule will be charged to your account as a separate transaction.

**21. NO WAIVER.**

The Credit Union may delay enforcing any of its rights under this Agreement and the law, any number of times, without losing those rights.

**22. GOVERNING LAW.**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Michigan and local clearinghouse rules, as amended from time to time. Any disputes regarding the Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**23. ENFORCEMENT.**

Except as otherwise provided in this Agreement, you are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, cost or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**24. REGULATORY AGENCY.**

If you believe that we may have violated the Michigan law regulating EFTs (Michigan Public Act No. 322 of 1978), you may contact:

Michigan Department Insurance and Financial Services  
Division of Financial Institutions  
611 W. Ottawa Street – 3rd Floor  
Lansing, Michigan 48933

**25. EFFECTIVE DATE.**

The effective date of this Agreement is August 1, 2015.

**SAFETY PRECAUTIONS WHEN USING ATMs**

The following information is a list of safety precautions regarding the use of ATMs:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice something suspicious at the ATM, consider using another ATM or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) on your ATM card.
- Report all crimes to law enforcement officials immediately.