

# Business

## Electronic Funds Transfer Disclosures



**HarborLight  
Credit Union**

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Whitehall, MI 49461  
PH: 231-894-5608  
TF: 877-894-5557  
www.harborlightcu.org

The following disclosures set forth your and our rights and responsibilities concerning electronic fund transfers. Electronic fund transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, including online account access, direct deposits, automated teller machines (ATMs), MasterCard Debit Card ("Card"), and MARS Audio Response services.

### 1. EFT Services

#### a. Automated Teller Machines ("ATMs").

You may use your Card and personal identification number (PIN) in ATMs of the Credit Union, Co-op, Accel, Accel/Advantage, Cirrus, Maestro, MasterCard and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Withdraw cash from your share account, checking account and line of credit.
- Transfer funds between your share account and checking account.
- Obtain balance inquiries on your share account and checking account.

#### b. Direct Deposit.

Upon instruction of (i) your employer, (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.

#### c. Pre-authorized Debits.

You may make direct withdrawals from your checking or regular savings account to a particular person or company at least periodically which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.

#### d. MARS Audio Response Services.

If we approve your application for telephone access to your accounts under the MARS Audio Response service, you may use a telephone to access your account by calling 231-894-5608 or toll free at 877-894-5557. You must use your PIN along with your account number to access your accounts. At the present time you may use the MARS Audio Response service to:

- Obtain information about your accounts.
- Make transfers.
- Make withdrawals.

#### e. Virtual Branch.

If we approve your application for the online account access, you may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet (World Wide Web). The online address for online access services is [www.harborlightcu.org](http://www.harborlightcu.org). You may select a PIN. You must use your PIN along with your account number to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use the online service to:

- Transfer funds between your checking, savings, and loan accounts.

- Obtain account information related to your checking, savings, or loan account regarding current balance, history, interest, rates, payroll, and automatic deductions.
- Make loan payments from any checking or savings account to a loan account of yours.
- Make payments to merchants (payees) using bill payment.

Transactions involving your deposit accounts will be subject to your Business Member Service Agreement and transactions involving a loan account will be subject to the loan agreement(s) for the applicable loan.

#### f. Mobiliti.

Mobiliti is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our Virtual Branch Service and perform various other financial transactions available through the Virtual Branch Service, using compatible and supported mobile phones and wireless devices ("Wireless Devices"). You agree and understand that the Mobiliti Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through Mobiliti are the same account and service transactions available through the Virtual Branch Service. When you register for Mobiliti, the designated accounts and bill payment payees linked to your account through Virtual Branch will be accessible through Mobiliti.

#### g. MasterCard Debit Card.

You may use your MasterCard Debit Card to purchase goods and services any place MasterCard is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to any overdraft protection plan, or may terminate all services under this Agreement.

#### h. Electronic Check Transaction.

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 purchases, pay bills, or pay other obligations ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant's right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

### 2. Service Limitations.

#### a. Automated Teller Machines.

**i. Withdrawals.** Cash withdrawals from ATMs can be made as often as you like. You may withdraw up to \$1,000.00 in any one 24 hour period (if there are sufficient funds in your account). Friday, Saturday, Sunday, and holidays are considered as one business day for the purposes of this limit.

#### b. MARS Audio Response Service.

Your accounts can be accessed under MARS Audio Response Service via a touchtone telephone only. Not all push button

phones are touchtone. Converters may be purchased for pulse and rotary dial phones. MARS Audio Response Service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear a message directing you to call back. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, transfers from savings accounts will be limited to six (6) in any one month. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

### c. Virtual Branch Service.

**i. Transfers.** You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a savings account will be limited to a total of six (6) in any one month. Bill payer transactions are unlimited. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**ii. Account Information.** The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

**iii. E-Mail and Stop Payment Requests.** The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless confirmed in writing in accordance with your Business Member Service Agreement. Contact the Credit Union immediately regarding an unauthorized transaction or stop payment request.

### d. Mobiliti.

You are fully responsible for understanding how to use Mobiliti before you actually do so, and you use Mobiliti in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the Mobiliti Service software provided to you. We will not be liable to you for any losses caused by your failure to properly use Mobiliti, the Software or your Wireless Device. You may experience technical or other difficulties related to Mobiliti that may result in loss of data, personalization settings or other Mobiliti interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobiliti. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network which you utilize to access Mobiliti. Financial information shown on Mobiliti reflects the most recent account information available through Mobiliti, and may not be current. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

### e. MasterCard Debit Card.

There is no limit on the number of MasterCard Debit Card purchase transactions you may make. MasterCard purchases are limited to the balance available in your account. In addition, you may not make more than \$2,000 in purchases in one day. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the MasterCard Debit Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of your Card and Account are subject to the following conditions:

**i. 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 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.

**ii. 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. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

**iii. Currency Conversion; International Transaction Fee.** Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by MasterCard International, Inc. is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

### 3. Security of Personal Identification Number

The personal identification number or PIN is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that person may use the Audio Response, online services, or debit card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of these PINs

and the Credit Union suffers a loss, we may terminate your electronic fund transfer and account services immediately.

#### 4. Member Liability

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or PIN and accessed your accounts without your authority, 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. For transactions using your MasterCard Debit Card, if you promptly notify us of your lost or stolen card, you will not be liable for any losses provided that you exercised reasonable care in safeguarding the Card against loss or theft.

#### 5. Fees and Charges

There are certain charges for the EFT services as set forth on the Rate and Fee Disclosures. The Credit Union reserves the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

#### 6. Credit Union Liability for Failure to Make Transactions

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 actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online access service and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfers.
- If your computer fails or malfunctions or if the Credit Union's online access system was not properly working and such prob-

lem should have been apparent when you attempted such transaction.

- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- If your account is frozen because of a delinquent loan or is subject to legal process or other claim.
- If the error was caused by a system beyond the Credit Union's control such as your Internet Service Provider, any computer virus, or problems related to software not provided by the Credit Union.
- If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can make a transfer.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

We may establish other exceptions in addition to those listed above.

#### 7. Termination of EFT Services

You agree that we may terminate this Agreement and your use of any EFT services, if you, or any authorized user of your account or PIN breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or identification code.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

#### 8. Notices

We reserve the right to change the terms and conditions upon which this service is offered.

#### 9. ATM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility 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 or night deposit facility. 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 anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM 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 or code on your ATM card.
- Report all crimes to law enforcement officials immediately.