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 10 business days. In section 9 of this agreement, we list our business days.

We will tell you the results of our investigation within 10 business days* after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** business days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days* for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide there was no error, we will send you a written explanation within three days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 to investigate.

14. Liability for Failure to Make "Electronic Fund Transfers": If we do not complete an "electronic fund transfer" as described in Section 4, to or from your accounts on time or in the correct amount according to our agreements 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 enough money in your account to make the transfer.

If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan, to make the transfer.

If funds in your account are subject to garnishment or other legal process.

If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.

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

If the automated teller machine where you made the transfer did not have cash.

If circumstances beyond our control, such as fire or flood, prevent the transfer, despite reasonable precautions we have taken.

We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such "electronic fund transfers":

15. Regulatory Agency: If you believe that we may have violated the Federal Electronic Funds Transfers Act or its implementing regulation, Regulation E, you may contact

Division of Consumer Affairs
National Credit Union Administration
1775 Duke Street
Alexandria, Virginia 22314-3428

If you believe that we may have violated the Michigan Electronic Funds Transfers Act (Michigan Public Act No. 322 of 1978), you may contact:

State of Michigan
Department of Consumer and Industry Services
Office of Financial and Insurance Regulation
P.O. Box 30224
Lansing, Michigan 48909

16. Amendments/Termination: We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances: however, in the specific cases mentioned earlier, we will give you at least 21 days advance written notice. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed.

17. Card Ownership: All ATM/Debit Cards and PINS remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your Card for a transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request.

18. Secrecy of PIN: If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM/Debit Card or on any item you keep with your card.

19. Limitations on "Electronic Fund Transfers": There are no limitations on the number or dollar amount of deposits or payment transactions you may make at any AUTOMATED TELLER MACHINE during its 24-hour operating cycle. You must always maintain a minimum of $5.00 in a Regular Share Account to be entitled to make "Electronic Fund Transfers" affecting your account. You may only make 5 transactions during any month without incurring a fee. Please refer to our fee schedule for the fees associated when more than 5 transactions have been made. However, to protect against possible losses, your card will not allow you to withdraw more than $300.00 cash from an AUTOMATED TELLER MACHINE during such a 24-hour cycle (even if two ATM/Debit Cards have been issued for a single account, e.g. when a husband and wife each have a card for their joint account). Withdrawals may be made up to $300.00, when on line, and up to $300.00 when off line. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance.

Responsibility for overdraft: If you obtain cash from an AUTOMATED TELLER MACHINE, which creates a shortage in your account, the overdrawn amount is due and payable the moment you receive your money. You agree to pay the full amount of it to us, together with an overdrawn account charge per occurrence. You also authorize us, in such a case, to apply from any other share account any amount necessary to pay such overdraft. If the overdraft is created in your share draft account, (1) a transfer will be made from your other share account(s) to cover the overdraft, in accordance with your share draft account agreement with us, or (2) an advance on your line of credit loan account with us will be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according to (1) or (2) of this paragraph, or if you have no overdraft protection for your share draft account, then such overdraft will be paid to us as provided in the first sentence of this section.

20. Crediting of Deposits and Payments: Deposits or payments made in an AUTOMATED TELLER MACHINE whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments to share or share draft accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. 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, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.

21. Foreign Transactions. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by MasterCard. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale market rate in effect one day prior to the transaction processing date, increased by one-percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

22(A). Liability for unauthorized use: Tell us **AT ONCE** if you believe your ATM Card, Debit Card, or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than $50.00 if someone used your Card or PIN 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 or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as $500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

22(B). Special Rules for Debit MasterCard®, when used for Point-of-Sale Transactions. You will not be liable for any unauthorized transactions using your MasterCard™ debit card, when used for point-of-sale transactions, if:

(i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft;

(ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period; and

(iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of $50.00 or the amount of money, property, labor, or service obtained by the unauthorized use.

"Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard.

22(C). Notification of Lost/Stolen Card: If you believe your ATM Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission:

CALL:
EPCU 734-242-3765
After hours within U.S.: 800-754-4128
After hours outside U.S.: 727-227-7004

or **WRITE** *us at*: Education Plus Credit Union
Attn: Accounting Department
15470 S. Telegraph
Monroe, MI 48161

IMMEDIATELY

If you believe your Debit MasterCard® or PIN has been lost or stolen:

CALL:
EPCU 734-242-3765
After hours within U.S.: 800-754-4128
After hours outside U.S.: 727-227-9012

or **WRITE** *us at*: Education Plus Credit Union
Attn: Accounting Department
15470 S. Telegraph
Monroe, MI 48161

IMMEDIATELY

23. Termination of Prior Agreements: Upon your receipt hereof, this disclosure terminates and takes the place of any Automated Teller Machine Agreement previously furnished to you.

TO APPLY FOR AN ATM/DEBIT CARD

CALL: 734-242-3765

OR Send a completed application to:

Education Plus Credit Union
Attn: Accounting Department
15470 S. Telegraph
Monroe, MI 48161

24. Notice Regarding ATM Fees Charged by Others: When you use an ATM that is not owned by us, you may be charged a fee by the ATM operator and/or by an automated transfer network. We will separately publish a list of machines owned and operated by us from time to time.

Effective Date: The effective date of this Agreement is January 2010.

Rev. 3/10
© 2010 CU Village, Incorporated (800.435.2824) 00406303-1164

Electronic Fund Transfer Agreement

Education Plus Credit Union

15470 S. Telegraph
Monroe, MI 48161

734-242-3765
1-800-732-1921

www.edpluscu.com

Education Plus Credit Union offers you various electronic fund transfer services, made possible by our advanced electronic data processing system. We have also provided, and will provide from time to time, plastic AUTOMATED TELLER (ATM) or Debit MasterCard® (which are referred to throughout this disclosure as "ATM/Debit Cards" or simply "Cards") to a certain number of our members. Sometimes two or more persons are furnished such cards relating to a single account in the credit union.

When a secret Personal Identification Number ("PIN") is also provided to a member, the ATM/Debit Card and PIN can be used in any one of a number of AUTOMATED TELLER MACHINES to make "electronic fund transfers". Transfers can be made to, from or between one or more accounts in the credit union. Simply follow the instructions at the machine.

This disclosure is furnished to you as a member of Education Plus Credit Union. It meets the requirements of both the federal and Michigan statutes relating to "electronic fund transfers". It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an AUTOMATED TELLER MACHINE or in any other manner.

This disclosure is a contract. The terms and conditions set out here are binding on you and on us as to the making of such "electronic fund transfers" and the use of the ATM/Debit Card and PINs, in the following cases:

If you use the account(s) covered by this disclosure after receipt of this agreement.

If you already have an ATM/Debit Card and PIN provided by us and you use them to make such transactions after receipt of this agreement.

If you ask us to provide you with a PIN and you thereafter use it, together with an ATM/Debit Card, to make such transactions.

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

Although your account(s) may be subject to "electronic fund transfers", and in that regard are 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, insofar as "over-the-counter" and other non-electronic transactions are concerned.

In this disclosure, 'you' and 'your' include the plural in cases where two or more persons have an interest in a single account affected by an "electronic fund transfers" service. 'We' or 'us' refer to Education Plus Credit Union.

THE FOLLOWING SECTIONS RELATE TO ALL "ELECTRONIC FUND TRANSFERS" AFFECTING YOUR ACCOUNT(S) WHETHER MADE BY USE OF AN ATM/DEBIT CARD OR OTHERWISE

1. Accounts Affected: Each of the following-types of accounts in the credit union can be subject to some kind of "electronic fund transfer" service:

• Regular Share Account • Share Draft Account

These types of accounts are sometimes referred to in this disclosure as "asset account(s)" or simply as your "account(s)". You have previously designated which of your account(s) you want to be subject to a particular type of electronic fund transfer service. You may change those instructions in the future, and we will follow your new wishes to the extent our electronic fund transfer programs permit at that time.

2. 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.

3. Minimum Balance: You must always maintain a minimum of $5.00 in a regular share account to be entitled to make, by use of AUTOMATED TELLER MACHINE or otherwise, "electronic fund transfers" affecting your account(s). PINs for use with ATM/Debit Cards will not be issued to members whose loan payments to us are more than 30 days delinquent. We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.

4. "Electronic Fund Transfer" Services: At the present time, you can authorize the following types of "electronic fund transfers" to or from your asset account(s) in the credit union.

Transfers TO your account(s) (credits):

- Direct deposits from employers who have agreed to send such deposits to us.
- Direct deposit of various governmental benefits.
- Deposits from any third party through the facilities of the Payment Authority (of which we are a member).
- Automatic transfers to your account(s) from another person's account with us.

Transfers FROM your account(s) (debits):

- Payments of your house mortgage payments, insurance premiums and utility bills, as well as other types of payment to third parties, through the facilities of the Payment Authority.
- Automatic deduction from your account of premiums for insurance coverage available to our members.
- Automatic transfers from your account(s) to make payments on another person's loan owing to us.

AUTOMATED TELLER MACHINE (ATM) Transactions:

If you have an ATM/Debit Card along with a Personal Identification Number (PIN), you can use it to make any or all of following transactions at an Automated Teller Machine.

- Deposits to your Regular Share account and Share Draft account.
- Cash withdrawals from your Share Draft account, and Regular Share account.
- Transfer of funds (non-cash) from your Regular Share account to your Share Draft account or from your Share Draft account to your Regular Share account.

  (Some networks may not allow all transaction types.)
- Verify balances in specified savings, share draft, or loan accounts that you have with us. (Those are not "electronic fund transfers.")

If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

Electronic Check Conversion:

A transfer through an automated clearing house when you provide a check to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make/we receive your payment, and you will not receive your check back from us.

Home Banking – types of transfers:

You may access your accounts by computer using your personal identification number (PIN), account number(s) and Computer and Internet Access.

Illegal Use:

You understand and agree that you may not use any of our electronic fund transfer services for any illegal purpose.

Point of Sale Transactions:

Your ATM/Debit Card may be used to purchase goods or services from merchants who have arranged to accept an ATM/Debit Card as a means of payment. If you have an ATM/Debit Card, it may be used to purchase goods and services from certain merchants. These merchants are collectively referred to as "Participating Merchants" and will display a logo or other symbol which identifies them as a merchant who will accept your ATM/Debit Card. Purchases made with your ATM/Debit Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your share draft account to be debited for the amount of the purchase. Only share draft accounts may be used in connection with point of sale transactions performed with your ATM/Debit Card.

Voice Response Transactions:

You may access your account by telephone using your personal identification number (PIN), touch tone phone, account number(s) and keep you PIN number secret and secure.

You may access your account for telephone transactions at the following number: (888) 808-1228. You may call during the following hours: 24.

5. Excluded Transactions: We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owing to us and automatic transfers between your own asset accounts in the credit union. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described in Section 4; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in that section.

6. Fees for "Electronic Fund Transfers": We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing or increasing any such fees.

Charges: All charges related to electronic fund transfers are:

A. Five free withdrawal/inquiries will be allowed per month. Withdrawal/inquiries exceeding the five free ones will cost:

(i) ATM withdrawal/inquiries: See fee schedule.

(ii) Withdrawal/inquiries of all other ATM machines: See fee schedule.

(iii) Overdraft: See fee schedule.

(iv) "Hot Carding": See fee schedule.

(v) PIN Reset: See fee schedule.

B. First two cards and expired card reissues are provided at no charge to the member. Replacement cards for other reasons will be charged per the Fee Schedule.

7. Electronic Collection of Returned Item Fees. If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect a fee of: See fee schedule.

8. Limitations on "Electronic Fund Transfers": As to transactions other than those made at an AUTOMATED TELLER MACHINE, there are no limitations as to how often you can make "electronic fund transfers" described in Section 4. Nor are there any restrictions as to the dollar amount of any one "electronic fund transfer". We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so.

9. Documentation of Electronic Fund Transfers:

A. You can get a transaction receipt at the time you make any transfer to, from, or between your account(s) using an AUTOMATED TELLER MACHINE, and each time you make a purchase using your ATM/Debit Card.

B. 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 or write us at the telephone number and address appearing on your periodic statement or as shown on this Agreement to find out whether or not the pre-authorized deposit has been made to your account.

C. You will get a statement every month of each asset account to which you have authorized any "electronic fund transfer" service.

10. Your Right to Stop Payment of Pre-authorized Transfers: Rights and Procedures to Stop Payment: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

CALL: 734-242-3765

or **WRITE** *us at*: Education Plus Credit Union
Attn: Accounting Department
15470 S. Telegraph
Monroe, MI 48161

in time for us to receive your request 3 business days, or more, before the payment is scheduled to be made. If you call, you will be REQUIRED to put your request in writing and get it to us within 14 days after you call.

See Fee Schedule for Stop-payment order fees. We reserve the right to increase such fees in the future.

If these regular payments vary in amount, the person you are going to pay will tell you, 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 or would fall outside certain limits that you set.

If you order us to stop one of these payments 3 "business days" or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Business Day: For the purposes of this Agreement, a "Business Day" is defined as Monday through Friday, except Holidays.

11. Reversing "Electronic Fund Transfers": if an "electronic fund transfer" described in Section 4 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 re-credit your account with the full amount of the transfer if (1) you tell us, within 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

WRITE *us at*: Education Plus Credit Union
Attn: Accounting Department
15470 S. Telegraph
Monroe, MI 48161

or **CALL:** 734-242-3765

If you tell us orally that you want such a transfer reversed, you must send us a letter 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 letter back to us within 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.

12. Confidentiality: In general, you agree that we may disclose information to third parties about your account or the transfers that you make:

A. Where it is necessary for completing transfers, or

B. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or

C. In order to comply with government agency or court orders, or

D. If you otherwise give us your written permission.

In addition, if you have a MasterCard debit card, you agree that we may provide your personal data, to the extent allowed by law, to MasterCard, its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services only.

13. In Case of Errors or Questions About your "Electronic Fund Transfers",

CALL: 734-242-3765

or **WRITE** *us at*: Education Plus Credit Union
Attn: Accounting Department
15470 S. Telegraph
Monroe, MI 48161

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, if any.

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.