

# Our Electronic Funds Transfer Terms (BSA)



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"Our Electronic Funds Transfer Terms" explains your and our rights and responsibilities concerning electronic fund transfer (EFT) debits from and credits to the accounts you have with us. EFTs are electronically initiated transfers of money involving an account with us and multiple access options, including ELGA Online Banking, ELGA Mobile Banking, direct deposits, automated teller machines (ATMs), Visa Debit Card (Card), and Telephone Audio Transfer services.

## 1. EFT Services

### a. Automated Teller Machines

You may use your Card and personal identification number (PIN) at Automated Teller Machines (ATMs) of the Credit Union, Money-Pass, Co-op, NYCE, Cirrus, and Plus, and such other machines or facilities as we may designate. At the present time, you may use your Card to:

- Withdraw cash from the checking or savings account with us.
- Make deposits to the checking or savings account.
- Transfer funds between the checking and savings accounts.
- Make inquiries on the checking and savings accounts with us, including current balance, recent deposits, and recent withdrawals.

### b. Direct Deposit

On the instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, we will accept direct deposits by EFT of your paycheck or of federal recurring payments, such as Social Security. You may also receive preauthorized transfers from another member's account with us.

### c. Preauthorized Debits

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

### d. EZAccess

You may use a telephone to access the account with us and conduct EFTs by calling 810-715-3562 or toll free at 800-367-8586. You must use your PIN along with your account number to access the accounts. At the present time you may use EZAccess to:

- Transfer funds between the savings and checking accounts with us.
- Obtain information about account balances for the checking and savings accounts, the last EFT and payroll deposit to the checking and savings accounts, and balance of loans with us.
- Make loan payments from the savings or checking account.

### e. ELGA Online Banking

You may use a personal computer or mobile device to access the accounts you have with us. The address for ELGA Online Banking is [www.ELGACU.com](http://www.ELGACU.com). You may select a password. You must use your password along with your username to access the accounts. You are responsible for the installation, maintenance, and operation of your computer and software. We 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 ELGA Online Banking to:

- Transfer funds between the checking and savings accounts you have with us.
- Obtain balance information for the checking and savings accounts you have with us.
- Make payments from checking and savings accounts to loan accounts with us.

- Transfer funds from the checking or savings accounts with us to accounts other members have with us (you must request this service).
- Re-order checks.
- Apply for loans and other accounts with us.
- Access our Pay With Card service to pay your loans or credit card accounts with us with funds from another financial institution.

Transactions involving the accounts you have with us are addressed by the BSA, whereas transactions involving a loan are addressed by the applicable loan agreement(s).

### f. Bill Pay

You may use the Bill Pay service (accessed through ELGA Online Banking or ELGA Mobile Banking) to make payments to third parties. Use of the Bill Pay service requires enrollment in ELGA Online Banking and agreement to the Bill Pay service terms and conditions. You may use the Bill Pay service to:

- Make payments by check from any checking or savings account to another financial institution.
- Pay bills from any checking or savings account with us.

Please note that if payment to a payee is made by check, the check may be processed and debited from the account you have with us before the scheduled payment date.

### g. ELGA Mobile Banking

ELGA Mobile Banking 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 ELGA Online Banking and make such other transactions as described in the Mobile Banking Agreement using compatible and supported mobile phones and wireless devices ("Wireless Device"). You agree and understand that ELGA Mobile Banking 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 ELGA Mobile Banking are the same account and service transactions available through ELGA Online Banking.

When you register for ELGA Mobile Banking, the designated accounts and bill payment payees linked to the account through ELGA Online Banking will be accessible through ELGA Mobile Banking.

For all mobile check deposits, you must endorse the original paper check with your name and write: "ELGA MOBILE DEPOSIT" in the endorsement area. If you fail to provide this endorsement, we may refuse the deposit and return it to you. You agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.

### h. Visa Debit Card

You may use your Visa Debit Card to purchase goods and services any place Visa 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 the checking account. If the balance in the account is not sufficient to pay the transaction amount, we may treat the transaction as an overdraft request pursuant to any overdraft protection plan, or we may terminate all services under the BSA.

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card. We will honor your debit transactions processed by any of these networks.

Depending on our authorization protocols and network availability, transactions processed over other networks may or may not require you to use your PIN to validate a transaction. Generally, you

enter your card number or swipe your card and provide or enter a PIN. You may instead be asked to sign a receipt or payment authorization. Provisions applicable only to Visa transactions (such as Visa's zero liability protections) will not apply to non-Visa debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply.

#### **i. Electronic Check Transaction**

You may authorize a merchant or other payee to make a one-time electronic payment from the 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**

**1) Withdrawals.** Cash withdrawals from ATMs can be made as often as you like up to 25 transactions per day. You may withdraw up to \$1,005.00 (if there are sufficient funds in the account) per business day. For purposes of determining whether you have reached the daily limit, a day ends at midnight. Friday, Saturday, Sunday, and holidays are considered as one business day for the purposes of this limit.

### **b. EZAccess**

The accounts with us can be accessed under EZAccess via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. EZAccess will be available for your convenience seven (7) days a 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. We may limit the number of certain types of withdrawals from some accounts, as described in "Our Rates & Service Charges." No transfer or withdrawal may exceed the funds available in an account with us. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, or lower and account balance below a required balance.

### **c. ELGA Online Banking**

**1) Transfers.** We may limit the number of certain types of withdrawals from some accounts, as described in "Our Rates & Service Charges." You may transfer or withdraw up to the available balance in the account or available credit line at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, or lower and account balance below a required balance.

**2) Account Information.** 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. See "Funds Availability of Deposits."

**3) Email and Stop Payment Requests.** We may not immediately receive email communications that you send and we will not act based on email requests until we actually receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a verbal request and will expire in fourteen (14) days unless confirmed in writing as addressed in the BSA. Contact us immediately regarding an unauthorized transaction or stop payment request.

### **d. ELGA Mobile Banking**

You are fully responsible for understanding how to use ELGA Mobile Banking before you actually do so, and you must use ELGA Mobile Banking 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 ELGA Mobile Banking Service software provided to you. If you authorize the use of biometric login (for example, fingerprint or retinal scan) for ELGA Mobile Banking, the service may be accessed using any biometric login recognized by your wireless device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your wireless device, their biometrics will also gain access to ELGA Mobile Banking if you have authorized biometric login. We will not be liable to you for any losses caused by your failure to properly use ELGA Mobile Banking, the Software or your Wireless Device. You may experience technical or other difficulties related to ELGA Mobile Banking that may result in loss of data, personalization settings or other ELGA Mobile Banking 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 ELGA Mobile Banking. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access ELGA Mobile Banking. Financial information shown on ELGA Mobile Banking reflects the most recent account information available through ELGA Mobile Banking, and may not be current. You agree that we are not liable for delays in updating account information accessed through ELGA Mobile Banking. We are not responsible for any actions you take based on information accessed through the ELGA Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

### **e. Visa Debit Card**

Depending on the type of checking account you have, you may make PIN and signature-based purchases up to the following amounts per business day:

- Business Basic Checking: PIN - \$2,500; signature - \$5,000
- Business Checking Plus: PIN - \$2,500; signature \$7,500
- Business Analyzed Checking: PIN - \$5,000; signature \$10,000

You are also limited to 25 PIN-based transactions and 25 signature-based transactions per business day. Visa purchases are limited to the balance available in an account. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, or lower and account balance below a required balance. We 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 Visa 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 a Card and Account with us are subject to the following conditions:

**1) Ownership of Cards.** Any Card or other device that we supply to you is our property and must be immediately 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, according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer the Card or Account to another person.

**2) 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 the account with us 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.

**3) Currency Conversion; International Transaction Fee.** Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. For the purpose of this MSA, a transaction is made in the country where the merchant or ATM operator submits the transaction. The currency conversion rate for international transactions, as established by Visa International, Inc., is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa 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 as set forth in "Our Rates & Service Charges" for any card transaction at a location in a foreign country or with a merchant located in a foreign country even if you initiate the transaction from within the United States.

### 3. Security of Personal Identification Number

The Personal Identification Number (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 the accounts with us. If you authorize anyone to have or use your PIN, that authority will continue until you specifically revoke such authority by notifying us. You understand that person may use the online account access, online services or check 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 in 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 us 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 we suffer 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 the accounts you have with us. However, tell us at once if you believe anyone has used the account, Card or PIN and accessed the accounts with us 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 Visa Check Card purchase transactions, if you notify us of your lost or stolen card you will not be liable for any losses provided that you were not negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim.

### 5. Charges for EFT Services

There are certain charges for the EFT services as set forth on "Our Rates and Service Charges." We reserve 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 service 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 the account with us if you elect to complete the transaction.

### 6. Our Liability for Failure to Make Transactions

If we do not complete a transfer to or from an account with us 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 are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, internet browsers, internet access providers, 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. Our Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in an account to complete a transaction, the account is terminated, 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 our Credit Union's online access system was not properly working and such problem 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 the account with us 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 our Credit Union's control such as your Internet Service Provider, any computer virus, or problems related to software not provided by our Credit Union.
- If you have not given our Credit Union complete, correct, and current instructions so our 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 our 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 the 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 the 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 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 card.
- Report all crimes to law enforcement officials immediately.