

Card, ATM Card, Debit Card or your Internet Home-Bank service 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 may extend the time periods.

If you believe your MasterCard® ATM Card, Debit Card or your Home Computer Internet access service PIN has been **lost or stolen**, or that someone has transferred or may transfer money from your account without your permission, CALL the Credit Union at: **(248) 647-5958**.

- If you believe your MasterCard® Card, ATM Card, Debit Card or your Internet Credit Union service PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, CALL the Credit Union at (248) 647-5958 or after hours at (888) 241-2510 OR WRITE US AT:
Birmingham Bloomfield Credit Union
576 E. Lincoln
Birmingham, Michigan 48009**

WIRE TRANSFER NOTIFICATION

(Uniform Commercial Code Article 4A)

The following rules shall apply to all wire transfers services provided by the Credit Union. Birmingham Bloomfield Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of the transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys fees, unless otherwise provided by law or regulation.

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such enter (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

We may accept on your behalf payment to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Michigan, including Article 4A of the Michigan Uniform Commercial Code, and as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transaction involving your account.

Birmingham Bloomfield Credit Union

ELECTRONIC FUND TRANSACTIONS (EFT) AND WIRE TRANSFER NOTIFICATION

Birmingham Bloomfield Credit Union (BBCU) offers various electronic fund transfer services to our members. We have also provided, and will provide from time to time, plastic Automated Teller Machine Cards (ATM Cards) and/or MasterCard® Debit Cards (Debit Cards) to certain members who apply for any, and are approved for ATM Cards or Debit Cards. Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union.

When a secret Personal Identification Number ("PIN") is also provided to a member in relation to an ATM Card and/or a Debit Card, the ATM Card and PIN and/or the Debit Card and PIN can be used in any one of a number of Automated Teller Machines (ATMs) 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 (please refer to the end of this disclosure for a list of networks and their identifying symbols that we participate and you may use your ATM Card or Debit Card). Electronic fund transfers can also be made through our telephone credit union system or BBCU Virtual Branch Online Access once you have been issued secret PINs for those purposes.

This disclosure is furnished to you as a Member of Birmingham Bloomfield Credit Union. It meets the requirements of both the federal and Michigan statutes, Chapter 527, 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 ATM or in any other manner.

This disclosure is also 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 credit union telephone line service, credit union Internet access to your account(s), your ATM/Debit Card and PINs, or any other electronic fund transfers, 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 Card and PIN, a MasterCard/Debit Card and PIN, telephone line PIN, internet access and PIN, and/or a 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 Card, to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it, together with a Debit Card, to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make telephone line or internet transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive an ATM Card from us without asking for it, but then ask us to provide you with a PIN so that you can use the card, and you use the card and PIN 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, in so far 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 Birmingham Bloomfield Credit Union.

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

- 1. Accounts Affected:** Each of your accounts at the Credit Union can be subject to some kind of "electronic fund transfer" service, with the exception of IRA's and Certificate accounts. The affected accounts are sometimes referred to in this disclosure as "asset account(s)," "designated account(s)" or simply as your "account(s)". You may notify us if you do not want your accounts to be subject to any particular type of "electronic transfer" service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our "electronic funds transfers" 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 any minimum balance requirements to be entitled to make, by use of ATM, Debit Card, telephone line service or internet access services, "electronic fund transfers" affecting your account(s). PINs for use with electronic access devices 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) at the Credit Union.
 - A. MasterCard® ATM/Debit Card.** At the present time, you may use your MasterCard® ATM/Debit Card to:
 - i. Withdraw cash from your share or share draft account(s).
 - ii. Make deposits to your share or share draft account(s).
 - iii. Transfer funds between your share draft (checking) and share savings accounts whenever you request.
 - iv. Pay for purchases at places that have agreed to accept the MasterCard® Automated Teller Machine Cards (ATM Cards) or your Debit Card
 - v. Pay bills directly [by telephone] from your share and/or share savings account(s) in the amounts and on the days you request.
 - vi. Get information about:
 - The account balance of your share draft accounts.
 - The account balance of your share savings accounts.

- i. Withdraw cash from your share or share draft account(s).
- ii. Make deposits to your share or share draft account(s).
- iii. Transfer funds between your share draft (checking) and share savings accounts whenever you request.
- iv. Pay for purchases at places that have agreed to accept the MasterCard® Automated Teller Machine Cards (ATM Cards) or your Debit Card
- v. Pay bills directly [by telephone] from your share and/or share savings account(s) in the amounts and on the days you request.
- vi. Get information about:
 - The account balance of your share draft accounts.
 - The account balance of your share savings accounts.

Limitations on frequency of MasterCard® ATM/Debit transfers:

The following limitations on the frequency of MasterCard® ATM/Debit Transactions apply:

- You may not make more than five (5) cash withdrawals in any one day at our terminals and you may not make cash withdrawals that exceed your account balance.
- You can use our point-of-sale transfer service for an unlimited number of transactions each day, provided you do not exceed your account balance.
- For security reasons, there are limits on the number of transfers you can make using our terminals, telephone bill-payment service and point-of-sale transfer service.

Limitations on dollar amounts of MasterCard® ATM/Debit transfers:

The following limitations on the amount of MasterCard® ATM/Debit Transactions apply:

- You may not withdraw an aggregate amount of more than \$500.00 cash within any 24 hour period.
- You may purchase an unlimited amount of goods or services each day you use the MasterCard® ATM/Debit card in our point-of-sale transfer service, provided you have sufficient available funds in your account.

Additional Limitations of MasterCard® ATM/Debit transfers:

- You may withdraw no more than \$500.00 per day in combination with point-of-sale transactions.
- You may not exceed \$1,500.00 in transactions per day in combination with ATM withdrawals.
- You may transfer up to the available balance in your account at the time of the transfer.
- You may make up to fifteen (15) electronic fund transactions per day and, of those fifteen (15) transactions, you may only make up to five (5) PIN generated electronic fund transactions per day

Point-Of-Sale Transactions: You may access your share draft account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions – Dollar Limitations: Using your ATM card you may not exceed \$500.00 in transactions per day in combination with ATM withdrawals.

B. Virtual Branch Internet System

If we approve the Virtual Branch Internet System services for your account, a separate Password (or PIN, Personal Identification Number) that will be assigned to you. You must use your Password/PIN along with your account number to access your account(s) with BBCU. At the present time, you may use the Virtual Branch Internet System to:

- Transfer funds from checking to checking with us.
- Transfers funds from checking to savings with us.
- Transfer funds from savings to checking with us.
- Transfer funds from savings to savings with us.
- Make payments from checking to loan account(s) with us.
- Make payments from savings to loan account(s) with us.
- Obtain information about account balance(s).

Your accounts can only be accessed under the Virtual Branch Internet System via an Internet computer connection. The Virtual Branch Internet System is available 24 hours per day; however, this service may be interrupted for a short time each day for data processing or be interrupted due to technical problems. If you find that the system is "Not Available" when attempting to access, please try again later when the service is restored.

The Virtual Branch Internet System will refuse to complete any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account balance below a required amount, or otherwise require us to increase our 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. There may also be limits on the duration of each access.

C. TELL'R PHONE 24 Audio Response System Transfers (EFT).

If we approve your account(s) for access by the TELL'R PHONE 24 Audio Response System, a separate PIN (Personal Identification Number) or Code will be assigned to you. You must use your PIN or Code along with your account number to access your account(s). At the present time, you may use the TELL'R PHONE 24 Audio Response System services to:

- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft account(s).
- Make loan payments from your share and share draft account(s).
- Place a Stop Payment on a share draft that has not yet cleared your account.

- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Obtain miscellaneous information concerning services that affect your account(s), including, inquiries about cleared checks, verify deposits & withdrawals and request Tax Information.

Your accounts can be accessed under the TELL'R PHONE System service via the telephone. TELL'R PHONE System services will be available for your convenience twenty-four (24) hours a day, except when the service may be shortly interrupted for data processing purposes. We reserve the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase any reserve on the account. All checks are made payable to you, as the primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

There is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one day, subject to the availability of funds in your account(s) and other limitations set forth herein concerning the specific type of account affected.

D. Electronic Funds Transfers Initiated By Third Parties: You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in the following ways. Examples of these transfers include, but are not limited to:

- **Preauthorized credits:** You may make arrangements for certain direct deposits to be accepted into your share draft or share savings account(s).
- **Preauthorized payments:** You may make arrangements to pay certain recurring bills from your share draft or share savings account(s)
- **Electronic check or draft conversion:** You may provide your check or draft to a merchant or service provider who will scan the check or draft for the encoded credit union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check or draft by other means such as by mail or drop box.

E. MasterCard® Card/ATM/DEBIT Card, Virtual Branch Internet System & Telephone Transfer Limitations.

For all share accounts, no more than six (6) preauthorized, automatic, telephone, or Internet transfers and withdrawals may be made from each account to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed, at the discretion of the Credit Union.

POINT OF SALE Transactions:

Your ATM/Debit Card and/or MasterCard® Card may be used to purchase goods or services from merchants who have arranged to accept an ATM Card, Debit Card or MasterCard® Card as a means of payment. If you have a Debit Card, it may be used to purchase goods and services from Debit Card merchants. These merchants are collectively referred to as "Participating Merchants" and will display a logo or other symbol that identifies them as a merchant who will accept your Card. Purchases made with your 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 checking account to be debited for the amount of the purchase. Only checking accounts may be used in connection with point of sale transactions performed with your Card.

CHECK CONVERSION Transactions:

An Electronic Conversion Transaction is a transfer through an automated clearing house when you provide a share draft 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 share draft is blank, partially completed, or fully completed and signed; whether the share draft 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 share draft 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.

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:

- (i) Pay for purchases.
- (ii) Pay bills.

- 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 at 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 and Charges: Certain fees and charges apply to electronic transfers. A fee schedule was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule.

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. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any authorized account.
- Please refer to our separate fee schedule for additional information about fees.

All Electronic Fund Transfer fees that we may apply to your account(s) are disclosed in the Fee Schedule.

7. Limitations on "Electronic Fund Transfers": We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services in Section 4 above. With respect to certain account(s), there are limitations as to how many automatic transfers you are allowed to make to third parties (e.g., your mortgage payments or insurance premiums). No more than six such transfers may be made from these account(s) account during any single statement period. Aside from that limitation, and as to transactions other than those made at an ATM, 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.

Please refer to Section 23 for limitations on ATM Transactions.

8. Documentation of Electronic Fund Transfers:

- **Terminal transfers.** You may get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at **(248) 647-5958** to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly).
- **Passbook account where the only possible electronic fund transfers are preauthorized credits.** If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

Your right to documentation as set forth in subsections A and D of this section does not apply when the electronic funds transfer occurs outside of the United States.

9. Preauthorized Payments & Stop Payments –

- **Right to stop payment and procedure for doing so.** 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 us at (248) 647-5958** or write us at **Birmingham Bloomfield Credit Union, 576 E. Lincoln, Birmingham, Michigan 48009**. If you phone us, you MUST call at: (248) 647-5958 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you a fee as disclosed in our fee schedule and previously supplied to you for each stop-payment order you give.)
- **Notice of varying amounts.** If these regular payments may 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 from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** 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. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

10. 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 send the letter to: **Birmingham Bloomfield Credit Union
576 E. Lincoln
Birmingham, Michigan 48009**

If you phone us, you MUST call at: (248) 647-5958

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.

- 11. **Financial institution's liability.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
 - If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - If the transfer would go over the credit limit on your overdraft line.
 - If the automated teller machine where you are making the transfer does not have enough cash.
 - If the terminal system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - There may be other exceptions stated in our agreement with you.
- 12. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:
 - Where it is necessary for completing transfers, or
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
 - In order to comply with government agency or court orders, or
 - If you give us your written permission.
- 13. **Errors or Questions.** In Case of Error or Questions About your "Electronic Fund Transfers" as described in Section 4: **Call (248) 647-5958** or write us at:

Birmingham Bloomfield Credit Union, 576 E. Lincoln, Birmingham, MI, 48009, 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.
- 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.

We will determine whether an error occurred 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 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. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90* days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

*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 days to investigate.

14. Special Liability Protection Rules for regular Debit Card and MasterCard® Debit Card: You will not be liable for any unauthorized transactions using your regular Debit Card and/or 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 credit 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 such Debit.

- 15. **Our 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 take the balance on your overdraft loan (if applicable) over the credit limit.
- If the automated teller machine where you made the transfer did not have cash.
- If circumstances beyond our control 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":

16. Business Days: Our "business days" for purposes of these disclosures are as follows: **Monday - Thursday 9:00 a.m. - 5:00 p.m. Friday 9:00 a.m. - 6:00 p.m.**

We are not open for business on New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, or New Year's Eve. We reserve the right to change our "business days" and hours. Our normal business hours and branch locations are available on our website at www.bbccu.org.

17. Regulatory Agency: If you believe that we may have violated the federal Electronic Funds Transfers Act or any Michigan Electronic Funds Transfer Regulations, you may contact the following regulatory authority:

**State of Michigan - Division of Credit Unions
Office of Financial and Insurance Regulation
P.O. Box 30220
Lansing, Michigan 48909-7720**

- 18. **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. You may also terminate this agreement at any time, however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, ATM Cards, Debit Cards, PINs and Codes, which remain the property of the Credit Union.
- 19. The effective date of this disclosure (agreement) is **March 1, 2007**.
- 20. **Location of Machines:** The number and location of Automated Teller Machines is subject to change at any time.
- 21. **Card Ownership:** All ATM Cards, Debit Cards, MasterCard® 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 ATM/Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to make a telephone service 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.
- 22. **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 cards. If you do not keep your PIN separate from your ATM/Debit Card, your privileges may be revoked at our option.
- 23. **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 ATM during its 24-hour operating cycle. However, to protect against possible losses, your card will not allow you to make more than 5 cash withdrawals during any 24-hour cycle or withdraw more than \$500.00 cash from an ATM during such a 24-hour cycle (even if two ATM Cards have been issued for a single account). For example, when a husband and wife each have a card for their joint account.) If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. 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.

24. Responsibility for overdraft: If you obtain cash from use of a MasterCard® Card, an ATM/Debit Card, Internet computer access or telephonic transfer which creates a shortage in your account, or if you overdraw an account through use of telephone line service, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your share draft account per occurrence. If you have an overdraft line of credit, an advance on your line of credit 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 your overdraft line of credit, or if you have no overdraft protection, then such overdraft will be paid to us as provided in the first sentence of this section.

25. Crediting of Deposits and Payments: Deposits or payments made in an ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments 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.

26. Currency Conversion: If you effect a transaction with your MasterCard® Debit Card in a currency other than US Dollars, MasterCard® International, Incorporated will convert

the charge into a U.S. Dollar amount. MasterCard® International, Incorporated will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard® cards. Currently the conversion rate used by MasterCard® International, Incorporated to determine the transaction amount in U.S. Dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard® International, Incorporated for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard® International, Incorporated. The currency conversion rate used by MasterCard® International, Incorporated on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. For foreign transaction initiated after August 31, 2006, a fee of .8% per transaction is then charged by the credit union, as may be adjusted from time to time, on the amount of the transaction, calculated in U.S. dollars, and will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you initiate or a merchant completes on your card outside of the United States, U.S. Territories or U.S. Military Bases located in foreign countries.

27. Advisory Against Illegal Use: You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

28. Governing Law: This Agreement and Disclosure is governed by the Bylaws of Birmingham Bloomfield Credit Union, federal laws and regulations, State laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of Michigan.

29. Enforcement: You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this Agreement from your accounts with us.

30. Consumer Liability:

a. Consumer Liability. Tell us AT ONCE if you believe your Automated Teller Machine Cards (ATM Card), ATM/Debit Card and/or PIN(s) or your Virtual Branch Internet System access service PIN has been lost or stolen, TELL'R PHONE access service PIN 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). If you tell us within 2 business days after you learn of the loss or theft of your Automated Teller Machine Card (ATM Card), Debit Card or your PIN(s) and/or your Virtual Branch Internet System access service PIN/Code, or you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), and we can prove we could have stopped someone from using your card(s) and/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, including those made by card, code or other means, 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.

b. Contact in event of unauthorized transfer. If you believe your MasterCard® Card, Automated Teller Machine Cards (ATM Card), Debit Card and/or PIN(s) have been lost or stolen, or your Virtual Branch Internet System PIN/Code has been compromised, call: **(248) 647-5958** or write us at: **Birmingham Bloomfield Credit Union, 576 E. Lincoln, Birmingham, Michigan 48009 IMMEDIATELY!!!** You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

c. Authorization. If you furnish another person with your MasterCard® Card and PIN, ATM/Debit card and PIN, any operable Code or Virtual Branch Internet System Access PIN/Code, or check book, 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.

Tell us **AT ONCE** if you believe your MasterCard® Card and/or PIN, ATM Card, Debit Card or Virtual Branch Internet PIN has been lost or stolen or if you believe an EFT has been authorized 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). If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your ATM Card, your Debit Card or your Virtual Branch Internet Credit Union service PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your MasterCard® Card, ATM Card, Debit Card, or Internet Home-Bank service PIN, and we can prove we could have stopped someone from using your MasterCard®