



200 N. St. Clair St. Suite 1600  
Toledo, OH 43604  
Phone: 888-508-2228  
www.directionscu.org

## **BUSINESS ACCOUNTS ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES**

This Electronic Fund Transfers Agreement and Disclosures ("EFT Disclosure") contains provisions setting forth your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by Directions Credit Union. In this EFT Disclosure, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "Credit Union", "we," "us," and "our" mean Directions Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below.

By signing an application for EFT services, signing any card we issue to you, or by using any services covered by this EFT Disclosure, you agree to the terms and conditions in this EFT Disclosure and any amendments for the EFT services offered. The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this EFT Disclosure.

### **A. EFT Services Available**

Indicated below are types of electronic fund transfers we are capable of handling, some of which may not apply to your account. Please read this EFT Disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this Disclosure for future reference. We do require you to maintain a minimum balance in your Primary Savings Account of \$5.00 as a condition of conducting electronic fund transfers. We do not require you to maintain a minimum balance in any other account.

**1. Electronic Funds Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund 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 a number of ways. In some cases, your authorization can occur when a merchant posts a sign informing you of its policy. In all cases, the transaction will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. 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 account(s). We reserve the right to reject or return any ACH Direct Deposit that comes into an account when the name on the deposit does not match the name of the owner of the account.

**Preauthorized payments.** You may make arrangements to pay certain recurring bills from your account.

**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. Note that some merchants or service providers will initiate an electronic funds transfer to collect the amount of a check or draft and a returned check/draft charge in the event a check or draft, even if originally presented in paper form, is returned for insufficient funds.

**2. ATM Card.** If approved, you may use your ATM card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union and such other machines or facilities as the Credit Union may designate.

At the present time, you may use your ATM card to:

- Make deposits to your savings and checking accounts.
- Withdraw available funds from your savings and checking accounts.
- Transfer available funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your ATM card and PIN to purchase goods or services at POS terminals.

The following limitations on ATM Card transactions may apply:

- You may make 25 cash withdrawals in any one (1) day
- You may withdraw up to a maximum of \$500.00 in any one (1) day, if there are sufficient available funds in your account.
- You may make 25 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$10,000.00 from POS terminals per day, if there are sufficient available funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

**3. Visa Debit Card.** If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your Visa® card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account.

For other types of transactions, if the available balance in your account is insufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Visa® card PIN in ATMs of the Credit Union networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa® card without a PIN for certain transactions on the Visa networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your Visa® card to:

- Make deposits to your savings and checking accounts.
- Withdraw available funds from your savings and checking accounts.
- Transfer available funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.

- Make point-of-sale (POS) transactions with your Visa® card and PIN to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Debit Card transactions may apply:

- You may make 25 Visa Debit Card purchases per day.
- You may purchase up to a maximum of \$10,000.00 per day, if there are sufficient available funds in your account.
- You may make 5 cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient available funds in your account.
- You may make 25 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$10,000.00 from POS terminals per day, if there are sufficient available funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your Visa® card on a recurring basis, it is your responsibility to notify the merchant in the event your Visa® card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your Visa® card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**4. Directions Credit Union E-Banking.** If Directions Credit Union E-Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Directions Credit Union E-Banking to:

- Transfer available funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, money market, and club accounts.

Your accounts can be accessed under Directions Credit Union E-Banking via personal computer, mobile device or other approved access device(s). Directions Credit Union E-Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. 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.

The following limitations on Directions Credit Union E-Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal or transfer amount is \$5,000.00 per day, and no transfer or withdrawal may exceed the available funds in your account.

**5. Bill Pay.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

## **B. CONDITIONS OF EFT SERVICES**

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

### **2. Foreign Transactions**

**Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

**Note: Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.**

**3. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**4. Other Remote Access Agreements.** In addition to our E-Banking and Bill Pay services, this EFT Disclosure may be supplemented by other agreements for specific electronic services if you request such services, such as mobile or other remote access banking services, or remote deposit services.

### **C. Fees**

We may charge you fees for electronic fund transfers as set forth in this EFT Disclosure or as set forth in our Fee Schedule. We reserve the right to amend the fees from time to time upon notice to you as required by law. Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry. You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

#### **ATM Card Fees**

- We do not charge for any POS transactions at the present time.
- Replacement card fee of \$5.00 per card.
- Nonsufficient funds fee of \$27.50 per submission/resubmission of an item.

#### **Visa Debit Card Fees**

- We do not charge for any ATM withdrawals at the present time.
- We do not charge for any POS transactions at the present time.
- Replacement card fee of \$5.00 per card.
- Nonsufficient funds fee of \$27.50 per each submission/resubmission of an item.
- International transaction fee of up to 1% of the transaction. Note that international transactions include transactions initiated in the United States but processed by a merchant outside of the United States.

#### **Preauthorized EFT Fees**

- Nonsufficient funds fee of \$27.50 per each submission/resubmission of an item.
- Stop payment fee of \$25.00.

#### **Bill Pay Fees**

- Nonsufficient funds fee of \$27.50 per each submission/resubmission of an item.

### **D. Documentation**

**1. Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using automated teller machines (ATMs) or point-of-sale (POS) terminals. Note that receipts may not be available for some small POS transactions.

**2. 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 616-336-3490 or toll free at 888-336-3490 to find out whether or not the deposit has been made.

**3. Periodic Statements.** You will get a monthly account statement from us for your Checking Accounts. You will get a monthly account statement from us for your Savings Accounts, unless there are no electronic fund transfers in a particular month. In any case, you will get a statement at least quarterly.

## **E. Preauthorized Payments – Right to Stop Payment**

**1. Procedure.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. You must call or write us at the telephone number or address listed in this EFT Disclosure 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 set forth in our Schedule of Fees and Charges for each stoppayment order you give.

**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.

**F. Credit Union Liability For Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we 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 sufficient available funds in your account or back up accounts to make the transfer, if any funds in your accounts necessary to complete the transfer are held as uncollected funds or pursuant to our Funds Availability Policy, or if any funds in your accounts necessary to complete the transaction are held subject to legal process or other claim.
- If you used your card or access code in an incorrect manner, or after your right to use your card or access code has been cancelled.
- If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- If the ATM or other terminal or 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
- If funds in your account necessary to complete the transaction are pledged as collateral, are frozen, or offset because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the transfer is not completed as a result of your negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you knew or should have known about the breakdown when you started the transaction.
- If a law or regulation prevents us from completing the transaction.
- If any other exception as established by us and communicated to you applies.

**G. Reversing Electronic Fund Transfers.** If an electronic fund transfer described was a payment of \$50.00 or more for goods or services, you have the right to require us to reverse such transfer and to recredit your account with the full amount of the transfer if (1) you tell us, within 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 our address as set forth at the end of this EFT Disclosure.

If you phone us, you **MUST** call at the phone number as set forth at the end of this EFT Disclosure.

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.

#### **H. 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 written permission.

#### **I. Notices**

All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at the address specified in this EFT Disclosure.

#### **J. Amendments**

We reserve the right to amend this EFT Disclosure in any manner and at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances or as may be required by law. You agree that we may amend or modify this EFT disclosure without notice if an immediate change is necessary to maintain or restore the security of our account arrangements or of any account.

#### **K. Termination of Electronic Fund Transfer Services**

**1. Termination by You.** You may terminate this EFT Disclosure or any EFT service under this EFT Disclosure at any time by notifying us in writing and stopping your use of your card(s) and any access code. Upon termination, you agree to return all cards to the credit union or destroy the cards upon request of the credit union. You also agree to notify any participating merchants that the authority to make bill payment transfers has been revoked.

**2. Termination by the Credit Union.** We may also terminate this EFT Disclosure at any time by notifying you orally or in writing at your last known address on file with us. If we terminate this EFT Disclosure, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this EFT Disclosure has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card(s) or access code for any EFT service.

**3. Effect of Termination.** Whether you or the credit union terminate this EFT Disclosure, the termination will not affect your obligations under this EFT Disclosure or any electronic fund transfers made prior to termination. If either you or we terminate this EFT Disclosure, we have the option of terminating all of your accounts with us that may have any sort of electronic access (such as checking accounts) or restricting such accounts to in office transactions, a written request (such as by mail), or a phone request made directly to a credit union employee only. We also may exercise any right described in the Business Member and Account Agreement.

#### **L. Access Device Revocation**

Any card or other device ("access device") which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. Your access device may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your access device to another person. Any access device which we supply you may be revoked without notice to you in the event that any of the following conditions occur:

- Overdrafts occur as result of insufficient available funds on an account.
- Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
- Account delinquency with the Credit Union, including but not limited to, loans or credit cards.
- Forced closure of an account at the Credit Union.
- Any other situation in which the Credit Union deems revocation to be in its best interest.

#### **M. Regulatory Authority-Michigan Members Only**

This EFT Agreement and the EFT services provided in this EFT Agreement are governed by Michigan law. Michigan members may notify the Michigan state agency noted below of any violation of law.

Credit Union Division  
Department of Insurance and Financial Services  
P.O. Box 30224  
Lansing, Michigan 30220

#### **N. Your Liability or Unauthorized Transfers**

If you believe your card(s), PIN(s), password(s), user ID(s), access code(s), or other account access credentials have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call the Credit Union at 888-508-2228. You should also write to use immediately at:

Directions Credit Union  
200 N. St. Clair Suite 1600  
Toledo, OH 43604

If you have provided the appropriate timely notification described above, then you shall not be liable for an unauthorized use of your account through an electronic fund transfer unless we can prove, without benefit of inference or presumption, that your negligence substantially contributed to the unauthorized use and that we exercised reasonable care to prevent the loss. As used in this section your negligence means only the following:

- Writing the PIN on the card or other means of affording access;
- Keeping the PIN with the card or other means of affording access;
- Voluntarily permitting the account accessing device, including the PIN and the card, to come into the possession of a person who makes or causes to be made an unauthorized use.

If you fail to notify us of an unauthorized use within 30 days after the receipt of a statement containing an unauthorized use, you will be liable for any subsequent unauthorized use that could have been prevented by timely notification.

You will not be liable for further unauthorized use of your account by electronic fund transfer after you have reported that the means of access to the account has been lost or that the security of the PIN has been violated or otherwise compromised.



If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the following telephone number or address:

Directions Credit Union  
200 N. St. Clair, Suite 1600  
Toledo, OH 43604  
Telephone: 888-508-2228

## **O. RESOLVING ERRORS**

If you notify us orally or in writing within 60 days after receipt of a statement that an electronic fund transfer error affecting your account(s) has occurred, we will investigate the alleged error and report the results of the investigation to you within 10 business days. We will have no duty to investigate any such error unless you notify us by calling or writing to us at:

Directions Credit Union  
200 N. St. Clair, Suite 1600  
Toledo, OH 43604  
Telephone: 888-508-2228

In the event you provide us with oral notification, we will not be required to investigate any such error unless you provide us with written notification of that alleged error within 14 calendar days following oral notification on a form we will provide to you for that purpose.

Our report to you shall do either of the following:

- Provisionally correct the amount in question and provide you with written notification of the correction and, if the correction is not in the exact amount of the alleged error, provide you with a written explanation of any difference between the alleged error and correction made. In the event we make a provisional correction to your account, we may charge back the corrected amount to your account 15 days after providing notification and an explanation of the charge-back to you. A provisional correction shall become final no later than 60 days after the day it is made. A provisional correction shall be accompanied by a notice explaining to you that the amount of the correction may be charged back to your account within 60 days; or
- Provide you with a written explanation stating the reason we believe the statement is correct.

For purposes of this section, an electronic fund transfer error consists of:

- An unauthorized electronic fund transfer;
- An incorrect electronic fund transfer from or to your deposit account; or
- The omission of an electronic fund transfer affecting your account.

An error does not include any electronic fund transfer made by a person who was furnished an access device or who was otherwise authorized to make electronic fund transfers, unless you notified us that transfers by that person were no longer authorized, nor does an error include any electronic fund transfer made with fraudulent intent by you or any person acting in concert with you. In addition, an error does not include a transfer of funds, though electronic in nature, that is excluded from the definition of "electronic fund transfer".

When we receive a notice of error as described above, we will not place a hold on the funds in the account which are in excess of the amount in dispute. If we close the account in which the disputed funds are held, we will provide the report to the member required above. This section shall not be construed or interpreted to prohibit us from placing a hold on any account as permitted by law or contract.

**P. Business Days.**

We are open Monday through Friday, excluding holidays. The Credit Union observes the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Eve (half day)  
Christmas Day

We reserve the right to change our Business Days, hours and the days we are closed. Please check our web site at [www.directionscu.org](http://www.directionscu.org) or call 888-508-2228 to see if any changes have been made since this document was provided to you.