BUSINESS ELECTRONIC FUNDS TRANSFERS

Electronic funds transfers (EFT) are electronically initiated transfers of funds involving an account at the Credit Union. The following disclosure defines both parties' rights and responsibilities. The abbreviation "PIN" or word "code" means a personal identification number. We will notify you of any changes to the information herein as required by applicable law.

1. Business Electronic Services Minimum Balance. You must always maintain a minimum balance requirement in your Primary Savings Account of $5.00 to be entitled to make, by use of ATM, Debit Card, or Directions Credit Union E-Banking system, "electronic fund transfers" or e-Check(s)s affecting your Business account(s). PINs for use with electronic access devices may 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. We do not require you to maintain a minimum balance in any other account.

2. Fees. Directions Credit Union charges fees for electronic services. Please see both our Member fee schedule and Business fee schedule.

3. Business ATM/Debit Card. If permitted by the Credit Union, Business account holders may make withdrawals by ATM/Debit Card at designated ATMs and authorized point-of-sale (POS) terminals, or with a Check Card at designated ATMs, POS terminals or Visa® authorized merchants. The use of ATM/Debit Cards is governed by separate disclosures. We do not require you to maintain a minimum balance in any other account.

At the present time, you may use your Card to:

- Make deposits to your savings and checking accounts.
- Withdraw available funds from your savings and checking accounts.
- Transfer funds between your checking and savings accounts whenever you request.
- Pay for Point of Sale (POS) purchases at places that have agreed to accept the Automated Teller Machine Cards (ATM/Debit Cards) at ATMs of the Credit Union and other participating Networks authorized by this Credit Union, with your Card and PIN (Personal Identification Number).
- Obtain balances in your share and share draft account(s).

ATM Transaction Restrictions:

- There is a limit of twenty-five (25) cash withdrawals you may make in any one (1) day, if you have sufficient funds in your account.
- Maximum ATM cash withdrawals: Withdraw cash from your savings and checking not exceeding $500.00, if you have sufficient funds in your account.
- There is a limit of twenty-five (25) POS transactions in any one (1) day, if you have sufficient funds in your account.
- Maximum Point of Sale (POS) purchases in the amount of $10,000.00 in any one (1) day, if you have sufficient funds in your account.
- Unrestricted transfers from your accounts, up to the balance in your accounts at the time of transfer with available funds.
- For security reasons, there are limits on the frequency and number of transfers you can make at ATMs.
- Due to servicing schedules and processing time required for ATM operations, there may be a delay between the time a deposit (either cash or check) is submitted and when the funds will be available for withdrawal.
- You may not use your card to initiate any type of gambling activity.

(*Some of these services may not be available at all terminals.)*

4. Visa® Debit Card. If permitted by the Credit Union, Business account holders may make withdrawals by ATM/Debit Card at designated ATMs and authorized point-of-sale (POS) terminals, or with a Check Card at designated ATMs, POS terminals or Visa® authorized merchants. The use of ATM/Debit Cards is governed by separate disclosures. We require you to maintain a minimum balance in your Primary Savings Account of $5.00 as a condition of transacting electronic fund transfers. We do not require you to maintain a minimum balance in any other account.

At the present time, you may use your Card to:

- Make deposits to your savings and checking accounts.
- Withdraw available funds from your savings and checking accounts.
- Transfer funds between your checking and savings accounts whenever you request.
- Pay for Point of Sale (POS) purchases at places that have agreed to accept the Visa® Debit Card of the Credit Union and other participating Networks authorized by this Credit Union, with your Visa® Debit Card and PIN (Personal Identification Number).
- Order goods or services my mail, telephone, online or from places that accept Visa® Debit Cards.
- Obtain balances in your savings and checking accounts.

Visa® Debit Card Transaction Restrictions:

- There is a limit of five (5) cash withdrawals from an ATM you may make in any one (1) day, if you have sufficient funds in your account.
- Maximum ATM cash withdrawals: Withdraw cash from an ATM not exceeding $500.00, if you have sufficient funds in your account.
- There is a limit of twenty-five (25) POS transactions in any one (1) day, if you have sufficient funds in your account.
- Maximum Point of Sale (POS) terminal purchases in the amount of $10,000.00 in any one (1) day, if you have sufficient funds in your account.
- Unrestricted transfers from your accounts, up to the balance in your accounts at the time of transfer with available funds.
- Maximum DCU ITM (Interactive Teller Machine) withdrawals from your accounts not exceeding $3,000.00 in any one day, if you have sufficient funds in your account.
- For security reasons, there are limits on the frequency and number of transfers you can make at ATMs.
- Due to servicing schedules and processing time required for ATM operations, there may be a delay between the time a deposit (either cash or check) is submitted and when the funds will be available for withdrawal.
- You may not use your card to initiate any type of gambling activity.

(*Some of these services may not be available at all terminals.)*

You remain liable for the full amount of any Visa Debit Card purchases made with your Visa Debit Card regardless of how long the purchase transaction takes to clear your account and regardless of the balance in your account at the time the transaction clears.

5. Directions Credit Union's Online E-Banking (Online & Mobile Banking) Transactions. If we approve your Business for Directions Credit Union E-Banking for your account, a secure login will be required to access online banking. You must use your secure login to access your account(s). At the present time, you may use the Directions Credit Union E-Banking to:

- Transfer funds from your checking, savings 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.
- For security reasons, there are limits on the number of transfers you can make using our online account service.

Directions Credit Union's Online E-Banking Transaction Restrictions:

- There are no limits on the number of inquiries, transfers or withdrawal requests per day, provided that you have sufficient funds in your account(s);
- Maximum withdrawal or transfer amount from your accounts can not exceed $5,000.00 each day, if you have sufficient funds in your account.
- No transfer or withdrawal may exceed the available funds in your account.

The Online Banking is available 24 hours per day; however, this service may be interrupted for a short time each day for data processing. The Online Banking service will refuse to complete any transaction which would draw upon insufficient funds, exceed a credit limit, lower an

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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.
All check withdrawals will be made payable to the primary member and sent to the address we have on file for the primary member.

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.

6. Online Bill Pay. We will process bill payment transfer requests submitted by you to pay only to those creditors the Credit Union has designated in the User Instructions for this service 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 payments. 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. (See fee schedule for additional charges)

If you initiate an online bill payment which creates an overdraft, Directions Credit Union may block the Online Bill Pay from access. All payments are SUSPENDED during the blocked period. If the payment is by check, and the check has not cleared, Online Bill Pay service will stop the check. If the payment was electronic, Directions Credit Union will attempt to collect funds up to three times, and an insufficient funds fee will be collected for each attempt where the funds are not available in the account.

7. Visa® Debit Card Currency Conversion Fee and Foreign Transaction Fee. If you effect a transaction with your Visa® Debit Card in a currency other than U.S. Dollars, Visa® will convert the funds into U.S. Dollars and charge your account in U.S. Dollars. Visa® will use its currency conversion procedure, which is disclosed to institutions that issue Visa® cards.

The conversion rate used by Visa® to determine the transaction amount in U.S. Dollars for such foreign transactions is a rate set by Visa® from the range of rates available in wholesale currency markets for the applicable Transaction, which rate may vary from the rate Visa® itself receives; or the rate mandated by a government or a governing body in the country in which the Transaction occurred.

The applicable rate is the rate when the transaction occurs. The currency conversion rate used by Visa® Incorporated may vary from the rate Visa® itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

If there is no currency conversion but the transaction was completed by a financial institution located in a foreign country (what Visa® labels a "single-currency transaction") the International Service Assessment (ISA) is1% of the transaction; including cash advances, purchases and credits to your account.

A “multi-currency” conversion is a “currency conversion” **and** an assessment of an International Service Assessment (ISA) fee.

If there is a “multi-currency” conversion, the ISA will continue to be 1% of the transaction. An international transaction is a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Directions Credit Union E-Banking could qualify as an international transaction. These fees will be charged to your Visa® account for each foreign transaction.

A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases, regardless of whether you are physically located inside or outside of the United States or initiate the transaction inside or outside the United States. The currency conversion rate used for a particular transaction will be the rate for the applicable currency on the date the transaction ***occurs***. Each “transaction” completed can cause an additional foreign transaction fee to be incurred and billed to your Visa® card. Some purchases, such as online purchases from foreign merchants located in foreign currency, will incur foreign transaction fees. Even if your transaction is executed in U.S. Dollars, it may incur a foreign transaction fee if it is routed through a foreign financial institution.

Your “Foreign Transaction” fee is 1% of the transaction amount. Your Currency Conversion fee is an ***additional*** 1% of the transaction for the “Currency Conversion”.

(See fee schedule and business fee schedule for additional charges)

8. Electronic Presentment and Payment of Checks. Merchants may present your check electronically for payment instead of sending us the original, paper check. They may also re-present your check electronically, if it is returned unpaid due to non-sufficient funds (NSF). Generally, merchants who use electronic presentment will inform you when you make a purchase. We will debit your account when we receive the electronic check, just as if we had received the original, paper check.

Information provided to a merchant or other payee from your personal check, such as routing, account and serial numbers, may be used to convert your check to an electronic form. This transaction is covered under the provisions and protections of the Electronic Fund Transfers Act, regardless of whether the check is blank, partially or fully completed, whether the check is presented in person, mailed, or sent to a lockbox, or whether the check is retained by the merchant or other payee or returned to you.

Check re-presentments, such as checks returned for non-sufficient funds and subsequently re-presented for payment, wherein the original, paper check was processed are NOT covered under the Electronic Fund Transfers Act.

Directions Credit Union also reserves the right to terminate your electronic services and Bill Pay services at any time and without advance notice if you incur excessive NSF or overdraft transactions, or otherwise misuse the service(s).

9. Responsibility for Overdraft. If you obtain cash from an ATM which creates a shortage in your account, or if you overdraw an account through use of the Online Banking access service or otherwise, 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 (checking) account per occurrence.

If you have an overdraft line of credit, an advance on your line of credit may 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.

10. Preauthorized (ACH) Transactions. Please contact your branch to set up all direct deposits into your account or from your account. Without proper routing codes, direct deposits cannot be processed. The account holder must authorize preauthorized transfers from your account in writing.

11. Return of Deposits/Closed Accounts. We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. Provided, however, we may not terminate your membership in the Credit Union without satisfying the notice provisions of the Ohio Credit Union Act and related Bylaw Provisions and regulations. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable charges. Any withdrawal that reduces the amount in an account to zero (other than a Share Draft Account) may automatically close that account. We are not liable for any draft, withdrawal or other order after an account is closed. Any drafts presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse.

12. 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:

a. Call us at (**888) 508-2228,** or write us at **Directions Credit Union, 200 N. St. Clair Suite 1600, Toledo, OH 43604**, 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 the fee schedule for each stop-payment order you give.) If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made.

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b. 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.)
c. 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.

13. 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:

a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
b. If the transfer would go over the credit limit on your overdraft line.
c. If the automated teller machine where you are making the transfer does not have enough cash.
d. If the terminal system was not working properly and you knew about the breakdown when you started the transfer.
e. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
f. There may be other exceptions stated in our agreement with you.

14. Confidentiality. We will disclose information to third parties about your account or the transfers you make:

a. Where it is necessary for completing transfers; or
b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
c. In order to comply with government agency or court orders; or
d. If you give us your written permission.

15. Errors or Questions. In Case of Errors or Questions About Your Electronic Transfers Telephone us at: **419-841-9838** or write us at: **Directions Credit Union, 200 N. St. Clair Suite 1600, Toledo, OH 43604** 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.

16. Our Liability for Failure to Make "Electronic Fund Transfers". If we do not complete an "electronic fund transfer" 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 or, pursuant to our Funds Availability Disclosure, there are "uncollected" funds that are not available.
- 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 the ATM, telephone, Directions Credit Union E-Banking or any other electronic access devise was not working properly and you knew about the problem when you started the transaction.
- If the error was caused by a system of any participating ATM network.
- 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 sufficient cash.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If circumstances beyond our control prevent the transfer (such as fire, flood, or power failure), 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". If you have bill payment services, you must contact the intended recipient of the transaction for inquiries other than confirmation of the amount transferred from your account to the merchant, the date of the transfer and the recipient's identity/name.

17. Inactive Accounts. The Credit Union will consider your account inactive as defined by Ohio Statute with no deposits or withdrawals on your account. This excludes dividends credited to your account by the Credit Union. Ohio Law requires the Credit Union to turn these funds over to the State after a period of no activity as specified by statute. Before turning funds from inactive accounts over to the State of Ohio, the Credit Union will send notices as required by Ohio law advising you of your rights.

18. Statement(s). If we send you a periodic statement for your Business Share Draft Account, the statement(s) will include all activity on your account as required by law. You will receive a periodic statement (normally quarterly) for your Share Savings Account or other savings accounts, unless you have an electronic funds transfer transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Share Draft Account or a Business Share Draft Account and other savings accounts. Each such statement shall show the transactions on your accounts and any charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts on which we do not have a valid address on file. You should examine the periodic statement carefully and reconcile the account. If there are any discrepancies, the Credit Union should be notified immediately. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

If you do not receive a periodic statement when you would normally receive one, you agree to notify us within fourteen (14) calendar days of the time you normally would have received a statement. The Credit Union will not be liable if items were forged or altered such that a reasonable financial institution could not detect the fraud.

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19. Agreement. This Agreement shall be effective and shall govern all deposit accounts with us. By signing a signature card, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement. This Agreement shall supersede all previous agreements for such accounts.

20. Amendment. We may change any of the items of this Agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. You may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes.

21. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms or rates as required by law or as required in this Agreement. All notices regarding the account will be posted in our office lobbies or will be sent to you to the address shown on your statement. In the event of joint ownership, notice by or to any one joint depositor shall be deemed notice by or to all. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. We reserve the right not to send notice for accounts we consider inactive. Notices to us should be sent to:

Directions Credit Union
200 N. St. Clair Suite 1600, Toledo, OH 43604
Phone: 419-841-9838 or 888.508.2228

22. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

23. Indemnity. If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities or damages including actual attorneys' fees. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

24. Severability. If any of this Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

25. Waiver. We may waive any of these provisions at our sole discretion, but any such waiver will apply only on that occasion. If we chose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

26. Telephone Requests. You agree (for joint accounts, all joint owners agree jointly and severally) that funds in any of your accounts with us can be transferred upon the telephone request of any signer on the account. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

27. Information About Your Accounts and About You. Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information: (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to our accountants, attorneys or other professional advisors; (3) to Credit Union or financial institution regulators; (4) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (7) to comply with government agency or court orders, or to furnish any information required by statute; (8) to furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information; (9) when we are attempting to collect an obligation owed to us; or (10) unless otherwise prohibited by law. In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by credit reporting agencies or others. For additional information about how we share your information with third parties, please refer to the Credit Union's Privacy Notice.

28. Section Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

29. Legal Process. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

30. Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

31. Special Account Instructions. You may request that we facilitate certain business, trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your business, trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

32. Account Agreement. Your application for Membership in the Credit Union as well as your use of any Credit Union Membership privileges constitutes and acknowledgement and consent to the terms and conditions of your accounts as set forth in this Account Agreement and all other accompanying Disclosures provided to you.

33. Lien & Right of Offset/Enforcement. If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, or for any loss, cost or expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions of this Agreement or that we may take to enforce this Agreement or any other Agreement you may enter into with us. This security interest is not applicable to obligations secured by your residence, or unless otherwise may prohibited by applicable law. We will notify you if we have exercised our right of offset. All accounts are nonassignable and nontransferable to third parties.

34. Security Interest & Pledge of Shares. As a condition of us granting you credit under this agreement you hereby consent to a statutory lien and grant us a security interest in all present and future shares and deposits each of the individual undersigned officers/organizers/incorporators/sole proprietors have now or in the future on deposit with this Credit Union as collateral for any indebtedness owing to the Credit Union under this Agreement, with the exception of Individual Retirement Account(s) and other accounts which provide tax benefits under federal or state law. If any loan under this Agreement is in default. You also grant us the right to apply your individual member shares, dividends and deposits in your account(s) at the time of default to satisfy any obligation owing under this Agreement. If this Agreement is in default, we may exercise this right without further notification to you. Furthermore, we may impress shares of any member who is a responsible party on a financial obligation in default at the Credit Union. Without qualifying any other statutory right to set-off or lien and subject to any contractual provision, when a party to a multiple-party account is indebted to a Credit Union, the Credit Union has a right to set-off against the entire amount of the account. **Pledges of Shares:** You acknowledge and agree that you are pledging all or any part of the shares or funds in any accounts as collateral security for a loan or loans with the Credit Union. We reserve the right to exercise this pledge of shares or funds for liabilities owed to us against any account held by you individually or jointly with any other person(s) to the fullest extent permitted by law.

35. Governing Law. This Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Ohio, except as superseded by federal laws and regulations, by the Credit Union's Bylaws, and by local clearinghouse rules. Unless prohibited by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State District Court or State Circuit Court in the jurisdiction of the Credit Union's main office or Branch Offices.

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36. In Case of Errors or Questions. If you believe there is an error on your statement or receipt, or you have a question regarding a transfer printed on your statement, please contact us by telephone or in writing at the telephone numbers or address listed in the HOW TO CONTACT US section at the end of this disclosure within sixty (60) days from the date of the first statement with the problem or error. In accordance with ACH Rules, business account holders and members that utilize their membership account for corporate entries must report corporate credit or debit irregularities/discrepancies within 24 hours of posting to your account in order to re-initiate the entry into the ACH Network. We will need the following information to assist you:

1. Your name and account number;
2. A description of the error or transfer in question, including the dollar amount;
3. An explanation why you believe the transaction is an error; and
4. The date the error took place.

We may request that any verbal complaint or question be submitted in writing. If we do not receive this written request within ten (10) business days, we may not credit your account for the amount in question during the investigative period.

We will determine whether an error has occurred within ten (10) business days from the date you first notified us of the discrepancy. If an error is found, we will promptly correct it. However, if it is necessary to research the transaction further, we may take up to 45 days to do so. Under these circumstances we will credit your account within ten (10) business days (or twenty (20) business days if your account has been open for less than thirty (30) days for the amount in question.

If the error concerns an electronic funds transfer that is (1) a foreign-initiated transaction, (2) a point-of-sale transaction, or (3) a transaction occurring within the first thirty (30) days after deposit to a new account, a 90-day investigation will replace the 45-day condition.

Upon the completion of our investigation, we will notify you with the results within three (3) business days. If no error has been made, we will send you a written explanation. You may request copies of documents used in our investigation.

37. Our 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 may be liable for your losses or damages. Please note the following exceptions. We will NOT be liable:

- If, through no fault of ours, you do not have enough money in your account or line-of-credit to make the transfer.
- If the funds in your account are subject to legal process or other encumbrances restricting such transfer.
- If we receive incorrect or incomplete information from you or third parties (e.g. U.S. Treasury or automated clearinghouse.) If the transaction would exceed the credit limit on your line-of-credit or your available overdraft protection.
- If circumstances beyond our control, such as fire or flood, prevent the transfer, despite reasonable precautions we have taken.
- If any terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If your ATM card or PIN has been lost, stolen, damaged so that the ATM machine cannot read the encoding strip or the card has expired.
- If a loan payment is past due or we have cancelled access due to inactivity or the repeated entry of an incorrect PIN or password.
- If the failure to complete your transaction is done to protect the security of your account and/or the electronic terminal system.

There may be other exceptions not specifically listed above.

38. Liability of Business. If we issue more than 10 Debit or Credit Cards to your business, then your business may be subject to "UNLIMITED" liability for unauthorized charges. If we issue less than 10 Debit or Credit Cards to your business, the $50 limited liability section below will apply for unauthorized use by someone other than an employee and/or those set forth in the immediately following section:
An unauthorized Visa® Transaction under this disclosure excludes any Transaction allegedly conducted by:

- A business co-owner;
- The Cardholder or person authorized by the Cardholder;
- Any other person with an interest in or authority to transact business on the account;
- Any other person with an interest in or authority to transact business on the account.

39. Your Liability for Unauthorized Transfers. You agree to provide reasonable assistance in connection with our efforts to recover funds paid due to unauthorized use, including but not limited to the filing of a police report. You may be required to provide a written statement detailing your claim of unauthorized transactions. The following limitations may be exceeded to the extent of the law if we determine that you were negligent or fraudulent in the handling or safekeeping of your account, PIN, card or password.

Immediately report a lost or stolen card, compromised PIN number or any discrepancy between the amount you requested from an ATM and the amount you received, to Directions Credit Union.

Contacting us by phone is the best way to minimize your losses. Please refer to the HOW TO CONTACT US section at the end of this disclosure for telephone numbers.

Be advised you could lose all the money in your account, plus your maximum line-of-credit. However, if you contact us within two (2) business days after the theft or loss of your card, PIN, or password, you will lose no more than $50 if an unauthorized party has used your card, PIN, or password. If you do not notify us within two (2) business days and we can prove the unauthorized access of your account could have been avoided if you had notified us, you may lose as much as $500.

If your statement shows a transfer you did not make, contact Directions Credit Union immediately. If you do not tell us within sixty (60) days from the date your statement was mailed, you may not be compensated for money lost after the sixty days, if we can prove the unauthorized transfer could have been avoided if you had promptly notified us. Should an emergency, such as travel or hospitalization prevent you from notifying us within sixty days, a reasonable extension will be granted.

40. Account Information Disclosure. We will disclose information to third parties about your account or transfers:

1. When it is necessary to complete a transfer;
2. In order to verify the existence or condition of your account for a third party, such as a credit bureau;
3. In order to comply with government agencies or court orders; and
4. When you give us your written permission to do so.

Please refer to our Privacy Policy, which is provided with this agreement.

41. Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in Internet gambling.

42. Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or any 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.

43. International ACH Transactions (IAT). Payments processed as International ACH Transactions may be subject to additional screening. As required by NACHA Operating Rules, we maintain registered primary and secondary IAT-handling contacts within the ACH Contact Registry. For international transaction inquiries, contact our compliance department at Directions Credit Union, 419-841-9838.

44. Request for Electronic Reversal. For authorized, recurring payments ($50+), you may have the right to reverse a transfer if you contact the Credit Union within 4 calendar days, provided you tried to resolve it with the vendor.

45. Card Ownership. All ATM Cards, Visa® Debit Card, Debit Card 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 Directions Credit Union Online Banking system, electronic fund transfer affecting your account(s) 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, plus our fee(s) for any such transactions that create an overdrawn account or accounts.

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46. 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.

47. Regulatory Agency. If you believe that we may have violated the federal Electronic Funds Transfers Act or any Ohio Electronic Funds Transfer Regulations, you may contact the following regulatory authority: web.dfi@com.ohio.gov

State of Ohio • Ohio Department of Commerce • 77 South High Street, 23rd Floor, Columbus, OH 43215-6133
Phone: 614-728-8400 • Website: web.dfi@com.ohio.gov

For Michigan Members, 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:

P.O. Box 30224
Lansing, Michigan 30220
Phone: 877-999-6442 • Website: https://www.michigan.gov/difs/industry/credit-unions

48. RIGHT OF OFFSET (Shares Lien): IF YOU REQUEST THAT WE ISSUE A PIN TO YOU, AND IF YOUR CARD OR YOUR PIN MAY BE USED TO ACCESS OPEN-END CREDIT PLAN AGREEMENT(S) WITH US BY WAY OF OVERDRAFT PROTECTION, FUTURE ADVANCES OR OTHERWISE, A SECURITY INTEREST IN YOUR ACCOUNT(S) WITH US ARE A CONDITION TO THE ISSUANCE OF THE CARD AND THE PIN. IN THAT EVENT, YOU **GIVE US A SECURITY INTEREST IN ALL ACCOUNTS WITH US IN WHICH YOU HAVE AN INTEREST EITHER NOW OR IN THE FUTURE, INCLUDING ACCOUNTS ON WHICH YOU ARE A JOINT OWNER AND WHICH SECURE ALL ADVANCES MADE UNDER YOUR OPEN-END CREDIT PLAN AGREEMENT WHETHER DIRECTLY OR INDIRECTLY, THROUGH THE USE OF YOUR CARD. YOU HEREBY AUTHORIZE US TO APPLY FUNDS IN YOUR ACCOUNT(S) TO PAY AMOUNTS UNDER YOUR OPEN-END CREDIT PLAN AGREEMENT IF YOU ARE IN DEFAULT. YOU ARE NOT GIVING US AN INTEREST IN ANY ACCOUNT, INCLUDING ANY INDIVIDUAL RETIREMENT ACCOUNT, WHICH WOULD LOSE SPECIAL TAX TREATMENT IF GIVEN AS SECURITY AND APPLIED TO YOUR LOAN(S).**

49. Directions Credit Union - How to Contact Us. You may call the Credit Union at: 419-841-9838 or 888.508.2228 or write: Directions Credit Union, 200 N. St. Clair Suite 1600, Toledo, OH 43604.

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