

# **ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE**

**Midwest Coalition of Labor Credit Union  
6240 Joliet Road, Countryside, Illinois 60525 - Phone: 708-482-9606**

The federal Electronic Fund Transfer Act and Regulation E, and the Illinois Electronic Fund Transfer Act require financial institutions to provide certain information to consumers (i.e., natural persons) regarding electronic fund transfers (EFTs). Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party, fund transfers that are initiated through an electronic terminal, telephone, computer or magnetic tape, including ATM transfers, transfers initiated by telephone, debit card transactions, ACH transactions, and preauthorized electronic direct deposits and preauthorized electronic payments to third parties to or from your deposit account, and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills.

This Agreement and Disclosure also applies to the use of a debit card and any other personal identification number, password, or access code ("Access Device") we have issued to you as described below. In this Agreement and Disclosure ("Agreement"), "MCLCU", "we", "our" and "us" refer to Midwest Coalition of Labor Credit Union and its employees and agents. "You" and "your" refer to each and every owner of your deposit account(s) and all others authorized to access your deposit account(s) on your behalf. The provisions in this Agreement apply only to electronic fund transfers that debit or credit a checking, savings or other asset account owned by a consumer and used primarily for personal, family or household purposes. Any authorized signer on your account may act alone in conducting electronic fund transactions, regardless of the number of required signers on the account's signature card. All terms in this Agreement will have the same meaning as that contained in Regulation E.

**Terms and Conditions.** MCLCU offers a variety of services that our customers may use to initiate electronic transfers of funds to or from their accounts. This agreement includes important information about the rights, liabilities, and responsibilities of each party involved in an electronic fund transfer (EFT). By establishing or using an EFT service, you agree to the terms and conditions below, as well as those contained in your application or terms of use for the service. Please consult the Schedule of Fees and Charges we have provided to you for details. You can also contact us at the phone number or address below to request a copy. We may change such fees at any time, but if these fees change, we will provide you a notice before such changes take effect. By establishing or using an EFT service after we provide you notice of any change in fees for any service, you are deemed to have accepted such change. Your account is also governed by the terms and conditions of other applicable agreements between you and MCLCU, including but not limited to your Important Information for Our Members, Online Banking Agreement, and Schedule of Fees and Charges.

## **EFT Services**

**ELECTRONIC FUND 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 onetime occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers 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 or withdrawal 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 fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct deposits (such as U.S. Treasury (Social Security) or some employers (payroll)) 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 account(s).
- Electronic check or draft conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- Electronic returned check or draft charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**DEBIT CARD** - If we issue you a Debit Card, you may use it for the types of services noted below and the following provisions will be applicable:

Using Your Debit Card and Personal Identification Number ("PIN").

In order to assist us in maintaining the security of your account and the terminals, the debit card ("Debit Card") remains our property and may be revoked or canceled at any time without giving you prior notice. We may, at our sole discretion, refuse to complete any transaction that would cause your account balance to go below zero, subject to any overdraft protection limit that applies to your account. If we elect to pay any such transaction, you agree to pay us the amount of the transaction and any applicable fees. We may, at our sole discretion, charge the transaction to or debit the transaction from another one of your accounts. We also reserve the right to refuse to authorize any Debit Card transaction that would exceed your available balance at the time the transaction is initiated.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify MCLCU immediately if your Debit Card is lost or stolen, or if the secrecy of your PIN is compromised. If after business hours, call 1-844-400-5326. You also agree: (i) not to reveal your PIN to any person not authorized by you to use your Debit Card; and (ii) not to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen, or when we suspect there is unusual activity on your account, or if we suspect the transaction is the result of unauthorized or fraudulent account activity.

The security of your account depends upon you maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. If after business hours, call 1-800-992-3808 for information on changing your PIN.

Automated Teller Machine (ATM) Services -The following services are available through the use of your Debit Card:

- You may withdraw cash from your checking account(s), savings account(s), and money market account(s).
- You may make deposits into your checking account(s), savings account(s), and money market account(s).
- You may transfer funds between your checking account(s), savings account(s), and money market account(s).
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).

Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions. Besides being able to use your Debit Card at our ATM terminals, you may access your accounts through the following networks: Accel, Allpoint and Cirrus.

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

Point-of-Sale (POS) Transactions - You may use your Debit Card to purchase goods and services from merchants that have arranged to accept the card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your Debit Card, including any purchase where you receive cash, are referred to as "Point-of-Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for debit card transactions is your checking account linked to your card.

In addition, your Debit Card may be used at any merchant that accepts Visa® debit cards for the purchase of goods and services. Your Debit Card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your Debit Card, the amount of the transaction will be debited from your designated account. Normally, your available balance will be reduced to reflect ATM transactions and everyday debit card transactions at or near the time the transaction is initiated. However, ATM transactions and debit card transactions, including everyday debit card transactions and recurring debit card transactions, are not paid until those transactions are presented to the credit union for payment during the nightly posting process and decisions on charging an Overdraft or Insufficient Fund fees or returning such transactions will be made at that time. We have the right to return any check or other item presented to the credit union for payment from your account when your account balance is negative. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

Currency Conversion - Visa®. When you use your Debit Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**IMPORTANT ADDITIONAL FEE NOTICE.** Visa® charges an International Service Assessment Fee on all international transactions. Your Debit Card purchase will be subject to the Visa® International Service Assessment (ISA) Fee of 0.800% of the transaction amount when there is a currency conversion and a 1.000% International Transaction Fee if there is a currency conversion. If there is no currency conversion (the transaction is completed in the same currency as your country), the ISA Fee will be 0.800% of the transaction amount.

MCLCU does not determine the currency conversion rate or the amount of the transaction in U.S. dollars. Your account will be charged the transaction amount as determined by Visa®, plus the 1.000% currency conversion fee.

We reserve the right to restrict or block any international transaction. For more information, please see the Limitations on EFT Services below.

AUDIO RESPONSE LINE (ARL) - You may use your access code to perform the following functions through our telephone banking solution:

- Initiate transfers of funds between your MCLCU checking, money market and savings account(s).
- Make balance inquiries on your MCLCU checking, money market and savings account(s).
- Verify incoming direct deposit amounts or the credits and debits that have posted to your account(s).
- Make a payment on your consumer loan.

Account Transfer limit. You may use your Access Code to transfer an amount not to exceed your available balance between your accounts during a business day. This limit applies to each account. We may change the account transfer limit, in our sole discretion, at any time. Also, as stated below, if you have more than six withdrawals or transfers from a money market or savings account during the monthly statement cycle, you will also be charged an additional fee of \$5.00 for each withdrawal or transfer after the sixth one.

MCLCU Loan Payments. This account transfer option may not be available for all of your loans with us or for certain types of payments.

Money Market and Savings Account Restrictions. Federal regulations require us to treat ARL transfers from a money market or savings account as a payment to a third party. For more information, please read Limitations on EFT Services. A fee may also be charged for exceeding the limit.

ONLINE & MOBILE BANKING - You may use your Online Banking ID and password to perform the following functions through our internet banking or mobile banking systems:

- Initiate transfers of funds between your MCLCU accounts.
- Check your MCLCU account “Available Balance(s)”, and the credits and debits that have posted to your account(s). NOTE: The Available Balance in your MCLCU deposit account will not include all checks you have written, may not reflect all electronic transactions (including debit card transactions), and may not reflect transactions in the order in which they will ultimately post to your account. You should not rely upon your Available Balance to determine the actual amount of money in your account. The Ledger Balance is the balance of funds in your account based on items that have been posted as credits or debits to your account during processing. The Ledger Balance does not reflect any debit card transactions that have been preauthorized but not yet presented for final settlement and payment. We encourage you to manage your funds responsibly by keeping track of all transactions of any kind using the tools that suit you, such as a check register to assist you in avoiding overdrawing your account. We have resources that can help you keep track of the actual amount of money in your account; however, a fee may be charged for these services. Contact one of our customer service representatives for more information. Please consult the most recent version of our Important Information for Our Members publication for more information about how deposits and withdrawals are posted to your account.
- Make a payment on your MCLCU consumer loan.
- Your use of our online and mobile banking systems is subject to the terms and conditions in the MCLCU Account Access Agreement and Disclosure Statement, as applicable, in effect at the time of your use. For more information, please consult those agreements.

REMOTE DEPOSIT CAPTURE - The remote deposit capture services are designed to allow you to make deposits to one of your accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to the MCLCU. There is currently no charge for the Services.

This service converts your physical check to an e-check. Currently the deposit limits are \$10,000 per item, or \$25,000 per day. In order to have the check accepted by the MCLCU, you must endorse and write “MCLCU

Mobile Deposit” and the Date on the back of the check. Checks dated 90 days from the date of deposit will not be accepted and deposits may be subject to additional holds. For full terms and conditions, please see the Remote Deposit Capture User Agreement.

**BILL PAY SERVICES** - By adding this service to your online or mobile banking, you may pay bills from your account using a computer or mobile device. We will use one of two methods to initiate the payment of your bill. The "Payee Type" you select along with other factors will determine how the transfer is completed, and the applicable rules and regulations that will apply to the transaction.

Electronic Method. Your payment will be made electronically and, therefore, covered by this Agreement if certain criteria are met. These criteria include the Payee's participation in the Automated Clearing House (ACH) Network and/or acceptance of electronic payments as well as other determining factors.

Check Method. For all other payees, the payment will be made solely by check, draft or similar paper instrument drawn on your account. As such, your deposit contract with us, and not this agreement, will cover the check payment. PLEASE NOTE: You agree that we may mail the paper check a reasonable number of days before the payment date you selected in order to help the check arrive by the date you have requested. This can cause the funds to draw from your account before the desired payment date, if the payee receives the paper check and presents it for payment prior to the payment date.

Fees for Bill Pay. We may charge your account a fee for each Bill Pay item you initiate. You should refer to the terms of your account with us and the current Schedule of Fees and Charges we have furnished you. Copies of this schedule are available upon request. For payments that must be made immediately, you may be charged a fee of \$9.95 for expedited delivery for each Bill Pay item you initiate.

**ADDITIONAL FEES RELATED TO ONLINE AND MOBILE BANKING SERVICES** - If you have more than six withdrawals or transfers from a money market or savings account during the monthly statement cycle, you will also be charged an additional fee of \$5.00 for each withdrawal or transfer after the sixth one. Please refer to the terms and conditions of your money market or savings account for more information on these transaction restrictions and the fees charged for exceeding the limits.

**ELECTRONIC CHECK CONVERSION** - 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 pay for purchases or to pay bills.

**PREAUTHORIZED TRANSFER SERVICES** - You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and money market account(s). You may also arrange for the preauthorized automatic payment of bills or loan payments from your checking account(s), savings account(s), and money market account(s).

#### Rights and Procedures to Stop Payment of Preauthorized Transfer

If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment of a preauthorized transfer, call us at 1-708-482-9606 or write to:

Midwest Coalition of Labor Credit Union  
6240 Joliet Road  
Countryside, Illinois 60525

You may also execute the stop payment order by visiting the nearest MCLCU branch for assistance. We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after your call.

These rights apply only to preauthorized transfers, such as automatic bill payments. We will charge your account our standard Stop Payment fee in effect at the time you place the order.

**YOU MAY NOT PLACE A STOP PAYMENT ORDER ON ANY TRANSACTION INITIATED WITH YOUR DEBIT CARD.**

**Our Liability for Failure to Stop Preauthorized Transfer Payments:** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**Limitations on EFT Services**

Combined Daily Limit for all Point-of-Sale Transaction Types -You may use your Debit Card to make a combined total of purchases or withdrawals up to \$1,000 during each calendar day at or through Participating Merchants or terminals. This total includes all withdrawals and PIN-Based, PIN-Less, and Signature-based point-of-sale transactions. You may request daily limit increases. We reserve the right to lower the daily limits, place additional restrictions, and/or block transactions without notice.

Daily Limit for ATM Withdrawals - In addition to the point-of-sale transaction limits described above, you may use your Debit Card to withdraw up to \$1,000 each calendar day at ATMs.

Daily Limit for Deposit Account Funding- In addition to the point-of-sale transaction and ATM withdrawal limits described above, you may use your Debit Card to fund deposits into accounts at other financial institutions or ATMs. We reserve the right to limit the daily amount and may put extended holds on deposits made. Funds deposited to other financial institutions and ATMs may be limited and may be subject to additional holds.

Blocked Debit Card Transactions - We reserve the right to lower the daily limits, place additional restrictions, and/or block transactions without notice to help prevent the unauthorized or fraudulent use of your card. Our actions may include, but are not limited to, blocking transactions from certain types of merchants, retailers located in certain states or international transactions.

Representative Payee Accounts and Access Devices - MCLCU does not issue debit cards to Organizational Representative Payees.

Money Market and Savings Account Restrictions - Federal regulations limit the number of checks, telephone transfers, online transfers, debit card transactions, and preauthorized electronic transfers from money market and savings type accounts. For each money market and/or savings type account you have with us, you are limited to six such transfers each month for purposes of making a payment to a third party or by use of a telephone, computer or mobile device. If you have more than six withdrawals or transfers of this type from a money market or savings type account during the monthly statement cycle, you may be charged an additional fee of \$5.00 for each withdrawal or transfer. If excessive transactions continue, your account may be closed, or we may change the product to a type without these transaction limitations.

Other Limitations - We reserve the right to impose limitations for security purposes at any time.

## **Notice of Rights and Responsibilities**

The use of any EFT Service described in this Agreement creates certain rights and responsibilities as described below.

### **Right to Receive Documentation of Your Transfers**

**Transaction Receipts** - Depending on the location of an ATM, you may not be given the option to receive a receipt. You will receive a printed receipt documenting the transaction any time you make a transfer to or from your account using one of MCLCU's ATM locations. A receipt may not print if the ATM is out of paper or if the ATM malfunctions.

**Periodic Statements** - If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account type receives a statement less frequently than monthly, you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case, you will receive a monthly statement. In any case, you will receive your statement at least quarterly.

**Preauthorized Deposits** - If you have arranged to have direct deposit made to your account at least once every sixty (60) days from the same person or company, they should tell you every time they send us the money. To find out whether or not the pre-authorized deposit has been made, you can call us at 1-708-482-9606. You can also check your transactions 24 hours a day, 7 days a week by logging on to our telephone, online or mobile banking systems. For more information, please see the Online & Mobile Banking section above.

**Notice of Varying Amounts** - If you have arranged for automatic periodic payments to be deducted from your checking or savings account(s) and these payments vary in amount, you will be notified by the person or company you are going to pay ten (10) days prior to the payment date of the amount to be deducted. 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 you set.

### **Your Responsibility to Notify Us of Loss or Theft**

If you believe your Debit Card or Access Device has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call 708-482-9606 (after business hours call 1-844-400-5326) or write to:

Midwest Coalition of Labor Credit Union  
6240 Joliet Road  
Countryside, Illinois 60525

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.

**Your Liability** - Tell us at once if you believe your Debit Card or Access Device has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account plus your maximum overdraft line of credit (if any). If you tell us within two (2) business days after you learn of the loss or theft of your Access Device, you can lose no more than fifty dollars (\$50.00) if someone uses your Access Device without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Access Device and we can prove we could have stopped someone from using it without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft limit or line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we may, at our sole discretion, extend the time periods.

Your Liability for Unauthorized Debit Card Transactions Processed on the Visa® Network - The limitations on your liability for unauthorized transactions described above generally apply to all EFT transactions. However, different limitations apply to certain transactions involving your Debit Card. These limits apply to unauthorized transactions processed on the Visa® network.

If you notify us of an unauthorized transaction involving your Debit Card, and the unauthorized transaction took place on the Visa® network, zero liability will be imposed on you for the unauthorized charge. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your Debit Card. The zero liability provisions do not apply to any transactions not processed by the Visa® network. Your liability for unauthorized transactions with your Debit Card that involve transactions not processed by the Visa® network, are described under the "Your Liability" section above.

Illegal Use of Debit Card - You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

In Case of Errors or Questions About Your Transactions - In case of errors or questions about your EFT transactions, call: 708-482-9606 (after business hours call 1-844-400-5326 or 1-844-297-9212)

or write to:

Midwest Coalition of Labor Credit Union  
6240 Joliet Road  
Countryside, Illinois 60525

You may also use the current information on your most recent account statement to reach us. Notification should be made as soon as possible if you think your statement is wrong or if you need more information about a transaction listed on the statement. You must contact MCLCU no later than sixty (60) days after we sent you the first statement on which the problem or error appeared.

You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about, along with an explanation as to why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

If you give notice by calling us, you may be required to send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and Point-of-Sale transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error,

so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all EFT transactions that occur within the first thirty (30) days after the first deposit to the account is made.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error or that a different error occurred, we will send you a written explanation and any funds we credited to your account during our investigation may be reversed.

You may ask for copies of the documents that we used in our investigation.

**Liability for Failure to Complete Transfer** - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreements with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of MCLCU's, 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 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, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- There may be other exceptions stated in MCLCU's agreement with you.
- If we have terminated our Agreement with you.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If we suspect the transfer is the result of unauthorized or fraudulent account activity.

There may be other exceptions provided by applicable law.

### **Charges for Transfers or the Right to Make Transfers**

**ATM-POS Fees** - You may be charged a fee for cash withdrawals at an ATM not owned by us or a point-of-sale transfer through a Participating Merchant. An ATM operator may also charge you a fee for a balance inquiry even if you do not complete a fund transfer.

**Card Replacement Fee** - We may charge our standard published fee to reissue or replace your Debit Card.

**Overdraft Fee** - Unless restricted by law, or unless our written agreements provide otherwise, we may charge our standard published NSF/OD fee for each item presented against insufficient funds in your account (excluding any overdraft limit). An item is "presented" when it is received and posted during the nightly posting process by the credit union for final settlement and payment. Debit card transactions for which we have received a preauthorization request, but for which we have not yet received a final request for settlement and payment are not considered "presented." We may charge our standard published NSF/OD fee for a Debit Card transaction even when it was preauthorized based on sufficient funds in the account at the time the withdrawal, transfer, or purchase was preauthorized. Your Available Balance (and any applicable overdraft limit) is used to preauthorize your transactions (like everyday debit card transactions and ATM transactions). Because (among many other reasons) your Available Balance will not include all checks you have written, the fact that any transaction is

authorized, preauthorized or completed is no guarantee or representation that you will have sufficient funds in your account to cover the transaction when it is presented for settlement and payment. In other words, your Available Balance is what we are allowing you to use and you should not rely upon it to determine the actual amount of money in your account. In determining whether a transaction is an everyday debit card transaction, a recurring debit card transaction, an ATM transaction, an ACH transaction, or otherwise, we may process the transaction according to the transaction type assigned by the merchant (including for purposes of determining whether an NSF/OD fee should be assessed). MCLCU is not responsible for the manner in which merchants code transactions and submit them to MCLCU. We encourage you to manage your funds responsibly by keeping track of all transactions of any kind using the tools that suit you, such as a check register, to assist you in avoiding overdrawing your account. We have resources that can help you keep track of the actual amount of money in your account. Contact one of our customer service representatives for more information. Please consult the most recent version of our Important Information for Our Members publication for more information about how deposits and withdrawals are posted to your account.

### **Disclosure of Account Information**

You agree that merchant authorization messages transmitted in connection with Point-of-Sale transactions are permissible disclosures of account information, and you further agree to release MCLCU and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or EFT transactions made to your account: (i) where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or (ii) in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or (iii) in order to comply with government agency or court orders; or (iv) with your consent.

### **Definition of Business Day**

Our business days are Monday through Friday, excluding holidays observed by us.

### **Amending or Terminating this Agreement**

We may change or amend any of the terms and conditions of this Agreement, including applicable fees, at any time upon at least thirty (30) days written notice to you prior to the effective date of the change or amendment. If you do not agree to abide by a change or amendment, you must notify MCLCU of the fact prior to the effective date of the change or amendment and cancel this Agreement. Your failure to furnish notice before the change or amendment takes effect shall be deemed to be your acceptance of such change or amendment. MCLCU may cancel this Agreement at any time, without giving you prior notice.

### **Notice of ATM Safety Precautions**

For your safety, please remember the following tips when you use any ATM, particularly after dark:

- Have your card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.

- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.
- In the event of an extreme emergency, know that some ATM terminals are programmed so that when a customer enters his or her PIN number in reverse order, the ATM terminal automatically sends an alarm to the local law enforcement agency having jurisdiction over the terminal location.

### **Additional Provisions**

You agree not to reveal your Access Device to any person not authorized by you to access your account.

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