ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE FOR BUSINESS ACCOUNTS

This Electronic Fund Transfers Agreement and Disclosure for Business Accounts (“EFT Disclosure”) forms a part of your Business Membership and Account Agreement and contains provisions setting forth your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by Credit Union ONE. 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.

In this EFT Disclosure, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business Account Card or other account opening document ("Account Card") or for which membership and/or service requests are otherwise approved, as well as any persons conducting any Electronic Fund Transfer(s) utilizing any card, PIN, credentials or access device requested by or provided to Account Owner. The words "we," "us," "our", and “Credit Union” mean Credit Union ONE.

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 explains your rights and obligations for the transactions listed. You should keep this EFT Disclosure for future reference.

Electronic Funds Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic funds transfers between your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in 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 Account Owner on the account.

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

24 Hour Telephone Banking. If we approve 24 Hour Phone Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use 24 Hour Phone Banking to:

- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Determine if a particular item has cleared.

Your accounts can be accessed under the 24 Hour Phone Banking via a touch-tone telephone only. The 24 Hour Phone Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

There is no limit to the number of inquiries, transfers, or withdrawal requests you may make during any one (1) day, however no transfer or withdrawal may exceed the available funds in your account.

Debit Transactions. You may access your account(s) by ATM and such other machines and facilities as we may designate by using your Debit Card and personal identification number. You may use your Debit Card to:

- Change your PIN number (not available at all ATMs)
- Get cash withdrawals from your business Account(s). Withdrawal limits vary depending on the ATM utilized. Provided you have sufficient available funds in your account, you may withdraw no more than $1,000.00* per day at non-proprietary and proprietary ATMs.
- Transfer available funds between your business accounts within the same entity.
- Obtain balance information on your business accounts.
- Make deposits to your business accounts, where available.

Some of these services may not be available at all terminals. ATM deposit access may not be available during the first 60 days of account opening or longer for accounts with limited activity.

You may also use your Debit Card to purchase goods and services ("Point of Sale" or "POS") at any business establishment where your Debit Card is accepted. There is a $5,000.00* limit per day.

*You may be able to adjust these limits in some circumstances. For more information, please contact the Credit Union.

Debit Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your 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.

Online Banking. Online Banking is activated for your account(s), you will be required to use secure login information to access your account(s). At the present time, you may use Online Banking to:

- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned or paid, if applicable
- Use bill payment services

Your use of Online Banking is governed by a separate agreement and disclosure which will be provided to you when you sign up and are approved for the service unless it has been provided to you earlier.

Online 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.

The following limitations on Online Bill Pay transactions may apply:

- The maximum amount of bill payments each day is $25,000, if there are sufficient funds in your account.
- The maximum amount of bill payment is $9,999.99 per transaction.

Mobile Banking. You may access your account(s) from your compatible mobile device to access these services:

- Withdraw funds, transfer funds, obtain balance information, and make loan payments for your accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned or paid, if applicable.

- Utilize bill payment services

Your use of mobile banking is governed by a separate agreement and disclosure which will be provided to you when you sign up and are approved for the service unless it has been provided to you earlier.

Mobile/Remote Deposit Services. If you are eligible for one of these services, you may deposit checks to your account(s) using your compatible mobile device or scanner.

Other Remote Access Agreements. 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 mobile or remote deposit services.

Reversing Electronic Fund Transfers. If an authorized "electronic fund transfer" described in this section was a payment of $50.00 or more for goods or services, you have the right to require us to reverse such transfer and to re-credit your account with the full amount of the transfer if (1) you tell us, within 4 calendar days after the date of the transfer, to make such a reversal, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned.

If you do these things in writing, you **MUST** send the letter to 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.

CONDITIONS OF EFT SERVICES

Transaction Limitations. Using your Debit Card: You may not exceed limitations as set forth above, whether or not we are offline. For the purposes of ATM and Debit Card transactions one day is 12:00 am to 12:00 am. For your Debit Card, the dollar transaction limit will be disclosed at account opening. Debit Card Point of Sale (POS) transactions are permitted from only checking Accounts associated with the Debit Card. Debit Card usage may be blocked if any loan account is 60 or more days past due, or for any negative balance in any of your accounts. We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give any notice required by law before doing so.

Merchants. Merchants and others who honor your Debit Card may give credit electronically for returns or adjustments. They will do so by initiating a credit to us, and your account will be credited. We are not responsible or liable for the refusal of any merchant, financial institution, or electronic terminal to honor your Debit Card, complete a withdrawal from your account or for its retention of your card even if funds are available.

Foreign Transactions and Currency Conversion. If you effect a transaction with your Debit Card in a currency other than U.S. Dollars, Mastercard will convert the charge into a U.S. Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date the transaction occurred or the date the transaction was posted to your account. Note that a foreign transaction includes transactions initiated by you within the United States but processed by a merchant in a foreign country.

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

FEES

We may charge you fees for electronic fund transfers as set forth in this EFT Disclosure or as set forth in our Business Fee Schedules. We reserve the right to amend the fees from time to time upon 30 days prior written notice. In addition, if you use an ATM or other terminal not owned by us to complete a transaction or make a balance inquiry, the owner of that ATM or network may charge you a fee.

AUTHORIZED SIGNERS

You must designate, in accordance with the Credit Union’s procedures, the persons to whom the Credit Union will issue cards, PINS and/or other credentials. These persons will be deemed “Authorized Users”. If you want to revoke or change a person’s Authorized User status, you must notify the Credit Union of such revocation or change in accordance with the Credit Union’s procedures. The Credit Union must have reasonable time to act upon your notice before it becomes effective. You may appoint, in accordance with the Credit Union’s procedures, one or more representatives who are permitted to act with the same authority as an Authorized Signer. Each Authorized User will have the authority to perform all transactions covered by this Agreement, unless the Credit Union allows limitations on the authority; and you identify, in accordance with the Credit Union’s procedures, the appropriate limitations applicable to that Authorized User at the time of designation or change in status.

Except as may be otherwise provided by law, any transaction recognized by the Credit Union as being performed by an Authorized Signer's card, card number, PIN and/or other credentials will be deemed to be an authorized transaction. This is so even if the person using the card, card number, PIN and/or other credentials exceeds your authority; does not have your authority; has had his/her authority changed or revoked; and/or is not the same person as the Authorized User. You authorize the Credit Union to honor, and you agree to be bound by any such transaction.

The Credit Union will send the card, PIN and/or other credentials to each Authorized Signer. The Credit Union reserves the right to limit the number of cards and PIN and/or other credentials issued. Each card will have its own PIN and/or other credentials. An Authorized Signer must use a card, PIN and/or other credentials to access the services provided by the Credit Union hereunder. You agree to recover and return to the Credit Union any cards that were given to persons who cease to be Authorized Signers.

TRANSACTIONS

The Credit Union may change from time to time the accounts that may be accessed by use of ATMs or other terminals, devices or services offered hereunder. The Credit Union may also change from time-to-time what transactions will be available to each account. The Credit Union reserves the right, in its sole discretion, not to accept a requested transaction for any reason. All transactions are subject to The Credit Union's verification. The Credit Union assumes no responsibility for advising you that a requested transaction has not been made. The Credit Union may without notice limit the number of daily transactions or types of transactions and may impose amount limits on transactions. Upon receipt of a request for authorization of a transaction made with a card or card number, you authorize the Credit Union to deduct the amount immediately from the available balance in your account.

Transactions under this EFT Disclosure may be subject to any transaction limitations applicable to the account(s) with respect to which the transaction is made.

BUSINESS PURPOSE

You represent to the Credit Union that all accounts accessible pursuant to this EFT Disclosure were established only for business purposes; the transactions performed on these accounts will be only for business purposes; and that Account Owner is a business entity or otherwise intends to use the transactions and services covered hereunder only for business purposes.

SECURITY PROCEDURES

You agree to comply with all of the Credit Union's present and future security procedures with respect to transactions and services covered hereunder. This includes, but is not limited to, protection of cards, card numbers, PINS and other credentials. The Credit Union's security procedures are contained in this Agreement and in other written procedures the Credit Union may provide to you. You agree that the Credit Union's current security procedures are commercially reasonable in the context of your business operations. The Credit Union may at any time change its security procedures. The Credit Union may advise you of such changes to the extent they affect your use of transactions and services hereunder, but failure to do so will not affect your obligations or the Credit Union's rights. You agree to give all of the Credit Union's security procedures the highest level of confidentiality and to ensure that each card, card number, PIN and other credentials are not used by or accessible to anyone other than the Authorized User to whom they were issued.

Notwithstanding any security procedure which may from time to time be in effect for selecting errors in transactions covered by this EFT Disclosure, the Credit Union shall have no duty to discover or report any such errors to you. The Credit Union shall not be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which the Credit Union applies such security procedures.

CREDIT UNION'S LIABILITY

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 designated linked 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 Debit Card, personal identification number access code, or other credentials in an incorrect manner, or after your right to use your card or personal identification number, access code or other credentials 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, personal identification number or other credentials, 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.

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.

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.

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. We will provide you with notice of any changes 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.

TERMINATION OF ELECTRONIC FUND TRANSFER SERVICES

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, personal identification number or other credentials. 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. 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 personal identification number, access code or other credentials for any EFT service. 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 or restricting such accounts to in office transactions, a written request, or a telephone request made directly to a Credit Union employee only. We also may exercise any right described in the Business Membership and Account Agreement.

ACCESS DEVICE REVOCATION

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Any card or other device which we supply you ("Access Device") 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.

REGULATORY AUTHORITY

Notification of Regulatory Authorities: This EFT Agreement and the EFT services provided in this EFT Agreement are governed by Michigan law. You may notify the State agency noted below of any violation of law.

The address of this agency is as follows:

Credit Union Division
Department of Insurance and Financial Services
P.O. Box 30220
Lansing, Michigan 48909-7720

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Your Liability. If you believe your ATM Card, PINs, passwords, user IDs, 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 800-451-4292. You should also write to use immediately at:

Credit Union ONE
400 E 9 Mile Rd
Ferndale, MI 48220

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:

1. Writing the PIN on the card or other means of affording access;

2. Keeping the PIN with the card or other means of affording access;

3. 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.

4. 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.

Additional Limits on Liability for* Debit *Mastercard: You may not be liable for any unauthorized transactions using your Debit Card if you promptly report the loss or theft of your Debit Card to us and you have used reasonable care in protecting your card from loss or theft.

Contact in event of unauthorized transfer: 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:

Credit Union ONE
400 E 9 Mile Rd
Ferndale, MI 48220

Lost or stolen Debit cards: 800-451-4292

ERROR RESOLUTION NOTICE

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:

Credit Union ONE
400 E 9 Mile Rd
Ferndale, MI 48220

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:

1. 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.

2. 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:

1. An unauthorized electronic fund transfer;

2. An incorrect electronic fund transfer from or to your deposit account; or

3. 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 Account Owner as 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.

BUSINESS DAYS

Unless otherwise stated, our business days are Monday through Friday except for Federal Holidays. Our banking days (days the branches are open) are Monday through Saturday, excluding holidays. We reserve the right to change our banking days, hours and the days we are closed. Please check our website at www.cuone.org or call 800-451-4292 to see if any changes have been made since this EFT Disclosure was provided to you.