



P.O. Box 32584
630 Howard Street
Detroit, Michigan 48232-0584
(313) 965-8640

ELECTRONIC FUND TRANSFER AGREEMENT

Communicating Arts Credit Union will be providing to our members from time to time, plastic ATM 24-hour cards, accessing Magic Line, Quantum, SC-24, National Bank of Detroit (NBD) Network One, Cirrus or other networks.

This disclosure is furnished to you as a member of COMMUNICATING ARTS CREDIT UNION (CACU) to satisfy the requirements of the Federal and Michigan statutes relating to electronic fund transfers (EFT services). Your use of such account(s) after receipt of this disclosure constitutes your acceptance of these terms and conditions. However, the account agreements you have previously made with us continue in effect to the extent they may be modified by this disclosure. All references to "ATM" refer to affiliated Automated Teller Machines.

To make this disclosure as understandable as possible to you, we have used the personal pronouns "you" and "your" when referring to yourself, the member, and "we," "our," and "us" when referring to COMMUNICATING ARTS CREDIT UNION. If you have any questions about any of the foregoing disclosed information, feel free to contact us.

TYPES OF SERVICES AVAILABLE

You, as a member of CACU, agree to the following terms and conditions governing the use of your ATM card issued by us and used at Network One, Cirrus or any other network that may be accessed with your ATM card. The location of the ATM machines may be changed by CACU or affiliated networks from time to time without prior notice to you. The ATM card and personal identification number remain the property of CACU, and CACU may terminate your right to use the ATM card at any time. If you terminate this Agreement, you agree to surrender the ATM card to us immediately.

ELECTRONIC TRANSACTIONS YOU CAN PERFORM

The machine shall be operated according to instructions furnished to you and may be used for the following transactions depending upon the accounts you have:

DEPOSIT TO
Share Draft Accounts
Regular Share Account

CASH WITHDRAWAL FROM
Line of Credit
Share Draft Account
Regular Share Account

We reserve the right to add or discontinue any types of transactions available in an ATM. We will notify you of any transaction that we may discontinue before it is discontinued, however, immediate action may be taken without notice if you overdraw your account.

CACU may, from time to time, change transactions available. You will be notified in advance of any such changes. All uses of the machines shall be subject to verification and normal processing by CACU.

LINE OF CREDIT ADVANCE

If your ATM card can access your line of credit with us, by accessing the Line of Credit you agree that your ATM card is considered a credit card for that purpose and is subject to the terms of your Line of Credit Agreement.

POINT OF SALE TRANSACTIONS

If you have an ATM card for which we issued you a Personal Identification Number (PIN), you may use it to purchase goods or services from merchants who have arranged to accept your ATM card as a means of payment. These merchants are referred to as "Participating Merchants" and will display a logo or other symbol which identifies them as a merchant who will accept your ATM card. Purchases made with your ATM card, including any purchases where you receive cash back, are referred to as "point of sale" transactions or "POS" transactions and will cause your Share Draft Account to be debited for the amount of the purchase. Only Share Draft Accounts may be used in connection with point of sale transactions performed with your ATM card.

PREAUTHORIZED TRANSACTIONS

You can authorize the following types of electronic fund transfers to and from your account(s):

Direct Deposits to Share Accounts and Share Draft Accounts
Payment of recurring bills from your Share Accounts and Share Draft Accounts

ELECTRONIC CHECK CONVERSION

Is when you authorize the use of a check for initiating an electronic fund transfer (EFT) and the merchant scans information from your check at the point of sale.

The merchant will then use this information to initiate a one-time ACH debit from your checking account. Regulation E will cover this transaction.

GENERAL PROVISIONS

SECURITY OF PIN

When a secret PIN is also provided to a member, the ATM card and PIN can be used in any Magic Line, Quantum, SC-24, NBD Network One, Cirrus or other affiliated ATMs to electronically make transactions in one or more accounts in CACU simply by following the instructions at the machine. You agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM card or on any items you keep with your ATM card.

YOUR RIGHT TO TERMINATE

At any time after you have begun to use your ATM card and PIN to make transactions in an ATM, you can decide to discontinue such use and to terminate this Agreement. If you so notify us, we will take the necessary steps to make your accounts in CACU no longer accessible through the machines. You must, of course, return your ATM card to us.

USE LIMITATIONS

In order to limit possible losses from unauthorized use of your ATM card, you must withdraw no more than \$300.00 per day per ATM card.

FEES AND CHARGES

Please refer to the Fee Schedule which was provided to you at the same time this Agreement was given to you for fees and charges that are applicable to electronic fund transfers.

RESPONSIBILITY FOR OVERDRAFT

If you obtain cash from an ATM which creates an overdraft in your regular Share Account or any other account, the overdraft amount is due and payable the moment you get it, and you agree to pay the full amount of it to us, together with the current interest rate per year from the date you receive the cash to the date the full amount of the overdraft is paid. You also authorize us, in such a case, to apply from any other shares you may have in CACU, or from funds you have in any account with CACU, such amount as may be necessary to pay such overdraft amount. If the overdraft is created in your Share Draft Account, (1) a transfer will be made from your regular Share Account to cover the overdraft in accordance with your Share Draft Account Agreement with us, or (2) an advance on your line of credit loan account with us will be made to cover the overdraft, and you will repay that advance in accordance with the terms and conditions of your line of credit plan, but if there are not sufficient funds to make a transfer according to (1) or (2) of this section, then such overdraft will be paid to us as provided in the first sentence of this section. If you are delinquent on your line of credit payments to CACU or on any loan payment to CACU, you are not authorized to use the ATM card to receive any further advances or withdrawals.

OVERDRAFT FEE

If any of your accounts with CACU become overdrawn by use of your ATM card, subject to the Responsibility of Overdraft provisions above, your account shall additionally be charged an overdraft fee for each transaction creating an overdraft. Please refer to the Fee Schedule provided to you at the time you received this Agreement for the amount of the overdraft fee.

CREDITING OF DEPOSITS

Deposits made in an ATM, whether in cash, check, draft or money order, are subject to verification, and the posting of such deposits to Share/Share Draft Account(s) may be delayed until they can be collected from the machine, verified, and entered into our accounting system. Further delay may occur if the transaction is made on or immediately prior to Saturday, Sunday or a holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit, it is subject to collection in accordance with your account agreement with us.

TRANSACTION RECEIPTS

If you use your ATM card to make an electronic fund transfer to or from your account, a receipt describing the transaction will be furnished to you. Usually it will be provided by the ATM at the time you make the transfer. If the machine fails to provide a receipt at that time, please contact us and we will send you a proper receipt promptly.

PERIODIC STATEMENTS

If your preauthorized transfer/ATM terminal transaction affects your Share Draft Account, these transactions will be noted on your monthly statement.

If your preauthorized transfer/ATM terminal transaction affects your Share Account, you will receive a monthly statement unless there were no transactions in a particular month, in which case you would receive your normal quarterly statement.

If the electronic fund transfer you had was a preauthorized deposit to your Share Account, the deposit will be noted on your monthly statement.

RULE OF EVIDENCE

Transaction receipts and periodic statements that we furnish to you as provided above are admissible evidence.

VERIFICATION OF PREAUTHORIZED TRANSFERS

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call or write us to find out whether or not the preauthorized deposit has been made to your account at the telephone number and address appearing on your periodic statement or as indicated in this Agreement.

RIGHTS AND PROCEDURES TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

CALL US AT: (313) 965-8640

OR

WRITE US AT: COMMUNICATING ARTS CREDIT UNION

P.O. Box 32584

Detroit, Michigan 48232

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. The fee for handling such stop payment orders is disclosed above.

NOTICE OF VARYING AMOUNTS

If a preauthorized transfer varies in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS

Call us at (313) 965-8640 or write to the address appearing on your periodic statement or write us at COMMUNICATING ARTS CREDIT UNION, P.O. BOX 32584, Detroit, Michigan 48232 as soon as you can if you think your periodic statement or receipt is wrong, or if you need more information about a transaction listed on the periodic statement or receipt in order to assert an error. We must hear from you no later than 60 days after we send the FIRST periodic statement on which the problem or error appeared. You must do all of the following:

- (1) Tell us your name and account number (if any).
- (2) Describe the error or 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.
- (3) 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 (20 business days if the transfer involved 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 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 recredit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

NOTICE OF LOSS OR THEFT: If you believe your ATM card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission,

CALL: (313) 965-8640

or WRITE:

COMMUNICATING ARTS CREDIT UNION

LOST OR STOLEN DEBIT CARD CALL: 1-800-766-5678

P.O. Box 32584

Detroit, Michigan 48232

CONSUMER LIABILITY

Tell us AT ONCE if you believe your ATM card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your ATM card without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your ATM card, and we can prove we could have stopped someone from using your ATM card without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

SPECIAL LIABILITY PROTECTION RULES FOR CACU MASTERCARD DEBIT CARD

Unless you have failed to use reasonable care to safeguard your card from the risk of loss or theft, you will not be liable for any authorized transactions made with your lost or stolen CACU MasterCard Debit Card, when used for point-of-sale transactions (excluding transactions performed at an ATM), as long as you report the loss or theft of your CACU MasterCard Debit Card within 24 hours of when you discover it is missing. If you do not tell us about the loss of your card within 24 hours of when you discover it is missing, your maximum liability for the unauthorized use of your CACU MasterCard Debit Card under these special liability rules will be \$50. If your card was lost because you failed to use reasonable care to safeguard your card from the risk of loss or theft, these special rules do not apply, and your liability for the unauthorized use of your CACU MasterCard Debit Card is addressed above in the section called "Consumer Liability." And, if you have reported two or more incidents of unauthorized use to us in the 12 months immediately preceding any report of unauthorized use, or your account is not in good standing, these special rules do not apply, and your liability for the unauthorized use of your CACU MasterCard Debit Card is addressed above in the section called "Consumer Liability."

FAILURE TO MAKE TRANSFER LIABILITY

If we fail to complete a transfer under this Agreement to or from your account on time or in the correct amount, we will be liable for any resulting direct losses or damages. We will not be liable, however, for loss of an ATM card which is retained or destroyed by the machine or for failure to complete a transfer under any of the following circumstances:

- (1) If, through no fault or ours, you do not have enough money in your account to make the transfer.

- (2) If the transfer will go over the limit on any applicable overdraft line of credit.
- (3) If the ATM where you are making the transfer does not have enough cash.
- (4) If the machine was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) If you operate the machine improperly.
- (7) When your ATM card has been reported lost or stolen or we have reason to believe that something was wrong with the transaction.
- (8) If any necessary authorization for completing the EFT transfer has been revoked by an operation of law.
- (9) In the case of preauthorized transfers, we will not be liable where there was a breakdown of the system which would normally handle the transfer at the time the transfer should have occurred.
- (10) There may be other exceptions provided by applicable law.

BUSINESS DAYS

For purposes of giving notice as directed in this Agreement, the business days of CACU are as follows: Main Office - Monday, Thursday, and Friday 9:30 A.M. - 4:30 P.M.; Tuesday and Wednesday 10:00 A.M. - 4:30 P.M.

However, we are not open for business on New Year's Day, President's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas, or New Year's Eve Day, nor any day designated for the observance of such holiday.

REVERSAL OF TRANSACTION

We will reverse an electronic fund transfer resulting from a point of sale transaction at a Participating Merchant and recredit your account for the full amount of the transfer if all of the following occur:

- (1) You provide us notice of having made a good faith attempt to seek redress and make an assurance to us of the return to the Participating Merchant of related goods in dispute, where returnable goods are involved.
- (2) The amount of the transaction is \$50.00 or more.
- (3) Within 4 calendar days following the transaction, we receive from you during our normal business hours, a written or oral request for the reversal.
- (4) You verify the reverse order, notice and assurance in writing within 14 calendar days following oral notification, on a form to be provided by us for that purpose. If written verification is not furnished, we shall reinstate the original debits and credits involved in the transaction to the extent of the available account balance.

ACCOUNT INFORMATION DISCLOSURE

We will only disclose information to third parties about your account of the transfers you make:

- (1) Where it is necessary for completing transfers, or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (3) In order to comply with government agency or court orders, or
- (4) If you give us your written authorization.

REGULATORY AUTHORITY

This Agreement is provided in compliance with Michigan Public Act No. 322 of 1978, the Michigan Electronic Fund Transfer Act, Title IX of the Federal Consumer Protection Act and Federal Reserve Board Regulation E. If you believe that your rights have been violated, you may contact:

Office of Financial & Insurance Regulation
 333 S. Capitol Avenue
 Suite A
 P.O. Box 30224
 Lansing, Michigan 48909

OR

National Credit Union Administration
 1775 Duke Street
 Alexandria, Virginia 22314

AMENDMENT

CACU may at any time change or repeal these terms and conditions. You will receive written notice of any amendment affecting your account at least 21 days before the changes go into effect.

COMMUNICATING ARTS CREDIT UNION

P.O. Box 32584
 Detroit, Michigan 48232

Please issue a personal identification number (PIN) to me, so I can use my ATM card in any Magic Line, Quantum, SC-24, NBD Network One, Cirrus, or any other affiliated network that is available to Communicating Arts Credit Union members to make electronic fund transfers to or from my account in this credit union.

I agree that I shall not withdraw more than a cumulative amount of \$300.00 with my ATM card during any 24-hour period, regardless of the number of accounts I hold with CACU.
