



**THIS MEMBERSHIP AGREEMENT AND DISCLOSURES CONTAINS IMPORTANT MEMBERSHIP INFORMATION, ACCOUNT AGREEMENTS, FUNDS AVAILABILITY DISCLOSURE, TRUTH-IN-SAVINGS DISCLOSURE, ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE, WIRE TRANSFER AGREEMENT AND PRIVACY POLICY AND STATEMENT. PLEASE READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US IF ANY PARTS ARE UNCLEAR.**

Throughout this Membership Agreements and Disclosures ("Agreement"), the references to "we", "us", "our" "MLCU" and "Credit Union" mean Michigan Legacy Credit Union. The words "you" and "your" mean each person applying for and/or using any of the services herein. "Account" means any account or accounts established for you as set forth in this Agreement. The word "Card" means ATM card and/or Debit VISA issued to you by us and duplicates or renewals we may issue. The words "Debit Card" means any Debit VISA issued to you by us and any duplicates or renewals we may issue. Our Audio Response System is hereinafter referred to as "CU\*TALK". For joint accounts, read singular pronouns in the plural.

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## Michigan Legacy Credit Union Membership

### Membership Eligibility

To apply for membership with Michigan Legacy Credit Union you must complete, sign, and return an application for membership. Your signature on your application for membership informs the Credit Union that you would like to join the credit union and that you agree to conform to the Credit Union's Bylaws and Amendments. By establishing an Account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union. Credit union membership is granted to applicants within Michigan Legacy Credit Union common bond as outlined in the Credit Union's Charter. Eligibility also includes spouses of persons who died while within the field of membership; Credit Union employees; any person over the age of 55 who receives a retirement annuity, pension, social security or similar retirement payment from private or government sources, and lives in, or belongs to a retirement organization located in the county, or in a contiguous county to the county where the Credit Union's main office is located.

By signing your application for membership, you agree to be bound by, and acknowledge receipt of this Agreement, along with certain disclosures required under the Truth-in-Savings Act and various other laws, as well as disclosures required under the regulations related to those laws. You should retain a copy of this Agreement and feel free to call the Credit Union if you have any questions.

### Family Membership

Credit union members in good standing and whose status is currently within the Credit Union's common bond may sponsor immediate family members and possibly other members of your household for credit union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather, and spouse (which may include anyone living in your residence that you maintain a single economic unit with).

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## Account Agreement

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT (S) WITH MICHIGAN LEGACY CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENTS SUCH AS OUR ELECTRONIC FUNDS TRANSFER SERVICES AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. BY SIGNING YOUR ACCOUNT CARD, YOU ACKNOWLEDGE THAT THE QUALIFICATION FOR MEMBERSHIP HAS BEEN MET AND THE INFORMATION PROVIDED IS TRUE AND CORRECT. YOU AUTHORIZE MICHIGAN LEGACY CREDIT UNION TO ACCESS, USE, AND VERIFY ANY INFORMATION IT OBTAINS CONCERNING YOU FOR OPERATIONAL PURPOSES, CREDIT ASSESSMENT, STATISTICAL ANALYSIS AND TO IDENTIFY AND PROVIDE YOU WITH INFORMATION CONCERNING PRODUCTS AND SERVICES. MICHIGAN LEGACY CREDIT UNION MAY DISCLOSE SUCH INFORMATION TO LICENSED CREDIT REFERENCE AGENCIES, ITS AFFILIATES AND OTHERWISE TO THE EXTENT PERMITTED OR REQUIRED BY APPLICABLE LAW.

### NOTICE OF ARBITRATION PROVISION

This Agreement contains an Arbitration Provision which provides that you or the Credit Union may elect to have all disputes resolved by **BINDING ARBITRATION INSTEAD OF IN COURT.**

You should read the Arbitration Provision below carefully. It provides, among other terms: You **GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under this Agreement **(EXCEPT for matters that may be taken to SMALL CLAIMS COURT).**

Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury.

You are entitled to a **FAIR HEARING, BUT** the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.**

Arbitrator decisions are as enforceable as any court order and are subject to

**VERY LIMITED REVIEW BY A COURT.**

**YOU MAY NOT PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER IN ARBITRATION OR IN ANY OTHER CONSOLIDATED PROCEEDING.**

### U.S.A. PATRIOT ACT NOTICE

#### Important Information about Procedures for Opening a New Account

**Consumer Accounts:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open a new account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Business and Other Entity Accounts:** To help the government fight the financing of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account for a business, we will ask for the name of the business and other information that will allow us to identify its existence. We may also ask for personal information about you, the owners of the business, or any person designated as a signatory upon the account by resolution. The information we request for individuals may include name, address, date of birth, social security number, and other information that will allow us to identify those persons. We may also ask to see a driver's license or other identifying documents.

## Joint Accounts

If two or more parties have signed an Account Card with respect to your Regular Share Savings Account, you are creating, and intend to create, a "joint tenancy with rights of survivorship." That is, you as the owners of the Account ("Joint Owners") agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part. If you create this ownership arrangement for your Regular Share Savings Account, it shall apply to all Accounts (except IRAs) maintained under the same overall member account number.

Payment to any of you or the survivor(s) of you, or the personal representative, administrator or assign of the last survivor of you, shall be valid and discharge the Credit Union from any liability for such payment and amount.

Each Joint Owner appoints each other Joint Owner to be his or her irrevocable attorney-in-fact: to make deposits to the account; to endorse, for cash or deposit, any checks or other items whether payable to one of the Joint Owners alone or with others; and to receive and receipt for all funds all without obligation to us to inquire into the source or application of funds. To induce us to act hereunder, each person signing the Account Card applicable to the account jointly and singly agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorneys' fees, except as may be limited by applicable law. Unless specifically prohibited in writing from doing so, any or all of the Joint Owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan(s) with the Credit Union. No authority or obligation of the Credit Union may be changed or terminated by one or more of the Joint Owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each Joint Owner is subject to the terms and disclosures of this Agreement, and hereby acknowledges receipt of the Agreement. The Credit Union may refuse to authorize a withdrawal from a joint account when we have knowledge of a dispute between the Joint Owners until the matter is resolved.

If a deposited item in a joint account is returned unpaid, the account is overdrawn, or if the Credit Union does not receive final payment on a transaction, the Joint Owners, jointly and severally, are liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any Joint Owner is indebted to the Credit Union, the Credit Union may enforce its rights against any account of a Joint Owner or all funds in the joint account regardless of who contributed them.

Any Joint Owner who is a surviving owner agrees that the Credit Union to the extent allowed by law may set off any money in the account against any obligation of a deceased owner within 30 days after the Credit Union becomes aware of the deceased owner's death unless such a setoff would not have been allowed during the deceased individual's lifetime (such as would be the case with certain tax favored accounts). All Joint Owners who are surviving owners also agree that their interests in the Account are subject to any security interest or pledge granted by a deceased owner, even if they individually did not consent to it.

Except as modified in this Agreement, joint accounts shall be subject to and governed by PA 41 of the Public Acts of 1968 (Michigan), as amended, being M.C.L. 490.51 et seq., and commonly known as the Credit Union Multiple-Party Accounts Act. An Account owned by a person that is not a natural person (that is, an account owned by a corporation or other legal entity or by a trust) may not have Joint Owners.

## Custodial Accounts Under the Michigan Uniform Transfers to Minors Act (UTTMA)

Individuals may open a separate membership Account as a Custodian for a minor under the Michigan Uniform Transfers to Minors Act ("Michigan UTTMA"), provided the Custodian is a member of the Credit Union in his or her own right and the minor is eligible for membership in the Credit Union. The Membership Account Agreement and Disclosures that shall apply to the Account is that of the minor, not that of the custodian. As a Custodian for a minor opening an Account under the Michigan UTTMA, any custodian signing an Account Card for a minor understands and agrees that the authority of the Custodian shall cease and the minor shall receive full control of the Account when the minor reaches the age of majority. The Custodian understands that funds in this account may not be pledged as security for any purpose. Custodians may, at the time the account is opened, extend the time for disbursement to the minor from age 18 to age 21, but no further. To the extent applicable and not superseded by this section, the terms and conditions governing those types of accounts for individuals, as elsewhere in this Agreement, govern accounts established for minors under the Michigan UTTMA.

The Custodian has transferred funds into this account for the benefit of the named minor. Any funds deposited into the account by the custodian or other persons authorized to make deposits shall be conclusively presumed to be property of the minor at the time of deposit. All sums paid to the Credit Union as withdrawals from UTTMA accounts (less setoffs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand by the named minor on or after he or she reaches the age of majority (18, 19, 20, or 21) specified on the Account Card. Any withdrawal demands made prior to that time by any party will be paid in the form of a check made payable to the custodian for the benefit of the named minor. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account, unless required to do so by court order. We reserve the right to refuse any withdrawal request.

The Custodian hereby holds the Credit Union and each of its officers, directors, employees, agents, and affiliates harmless and personally indemnifies them against any claims, judgments, settlement amounts, or other liabilities or costs of defense or settlement, including attorney's fees arising out of or related to any alleged or actual improper or unsuitable actions taken at the instruction of the Custodian in connection with the custodial account or for any distribution of assets from this account to any person or entity. This indemnification is made by the custodian, both in his or her capacity as such and individually, and shall not be limited by any other independent documentation. If a custodian provides instructions or an order to the Credit Union that the Credit Union reasonably believes might expose it to claims, suits, losses, expenses, liability, or damages, it may refuse to follow the instruction or order. It is your responsibility to determine and understand any legal effects related to this type of Account.

## Trust Accounts

Individuals may open a separate membership Account for a Revocable Living Trust if all of the following conditions are met: (a) the Trust is eligible for membership in the Credit Union; (b) each owner consents, in writing, to titling or retitling the Account in the name of the Trust; (c) any beneficiaries listed on the account are removed as beneficiaries by the owners; (d) the Account is not an account that provides tax deferrals or any other tax benefit under state or federal law; (e) outstanding loans have been fully paid and closed; (f) the Credit Union agrees to do so. If the Account is retitled in the name of a Trust, the membership of any individual or individuals who had owned all or an interest in the account is terminated unless he or she is a member based on ownership of another Account, or he or she qualifies for, applies for, and is accepted into membership.

In order to open an account for a Trust, a Trustee must provide such documentation as is required by the Credit Union with regard to the Trust, including, but not necessarily limited to, the Trust document itself and/or a Certificate of Trust prepared by the attorney who drafted the Trust and/or a Certificate of Trust Existence and Authority. The Credit Union reserves the right to refuse membership to a Trust when it is not drafted in accordance with and governed by the laws of the State of Michigan or for any other reason in its sole discretion.

If an account is opened for a Trust, the Trust is the party with which the Credit Union is contracting, and the Trust agrees that the Credit Union may distribute funds pursuant to the terms of the most recently dated trust agreement or Certificate of Trust on file at the Credit Union, and the Trust, forever indemnifies and holds the Credit Union harmless for distributions made pursuant to that Trust made in good faith reliance on that trust agreement or Certificate of Trust. The Trust further agrees that it is the responsibility of the Trust (through its Trustee) and the settlor of the Trust to notify the Credit Union when a Trust for which an account has been opened has been revoked, rescinded, revised, or in any way modified.

All sums paid to the Credit Union on deposits (less set-offs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand. Such demand must be made by the Trustee(s) as indicated on the Account Card. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the Account, but we reserve the right to deny any withdrawal request. Only methods approved by the Credit Union may be used to make Account withdrawals.

Any Trustee for a Trust who signs an Account Card represents the following: (a) the Trust is in full force and effect and it has not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (b) the named Trustee(s) has qualified, is acting as trustee(s), and is authorized to open this Account; (c) the Trustee(s) is authorized to hold, manage, deposit, withdraw, invest and reinvest funds deposited, purchase and sell certificates of deposit, and accomplish any or all other banking transactions; (d) the Trust agreement contains a hold harmless provision for any third party dealing with the trust or any Trustee and that such provision applies to the Credit Union; (e) Trustee(s) will send written notice of any change in trustee(s), of any amendment or modification of the trust which would cause the representations made herein

to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the trust's revocability, the powers of the Trustee(s), or any other representations made to the Credit Union; and (f) any one Trustee has the power to authorize withdrawals or transfers from authorized accounts, or authorize new accounts or services. The Credit Union may rely on these representations and any instructions by the Trustee(s) and act in accordance therewith in any respect affecting the account before or after termination of the Trust, unless and until it receives a written notice of changes to the Trust, with notice of changes in trustee(s), or written notice of any events affecting the trustee(s) powers described above or in any documents required by the Credit Union.

Any Trustee for a Trust who signs an Account Card acknowledges and understands the Trustee's legal obligations as a fiduciary and as more fully set forth in the Michigan Estates and Protected Individuals Code. Such Trustee further agrees to conduct all business with the Credit Union on behalf of the Trust in accordance with state and federal laws as well as orders from any court of competent jurisdiction.

Any Trustee for a Trust who signs an Account Card hereby jointly and severally (if more than one) agrees to hold the Credit Union and each of its officers, directors, employees, agents, and affiliates harmless and indemnify them against any claims, judgments, settlement amounts, or other liabilities or costs of defense or settlement, including attorney's fees arising out of or related to any alleged or actual improper or unsuitable actions taken at the instruction of Trustee(s) in connection with account for the Trust or for any distribution of trust assets to any person or entity. This indemnification is made by the Trustee(s) both in the capacity as Trustee and individually, and shall not be limited by any other independent documentation. If a Trustee provides instructions or an order to the Credit Union that the Credit Union reasonably believes might expose it to claims, suits, losses, expenses, liability, or damages, it may refuse to follow the instruction or order. It is your responsibility to understand any legal effects related to this type of Account.

#### **Accounts for Minors**

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We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Michigan law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. Except where expressly provided otherwise, we may pay funds directly to a minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

#### **Other Fiduciary Accounts**

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Individuals may open a separate membership account as a fiduciary for another named person or estate if the person involved qualifies for membership or, in the case of an estate for a deceased individual, the deceased individual was a member of the Credit Union at the time of death. For example, an account can be opened by a conservator, guardian, personal representative, representative payee, etc. These accounts are referred to collectively as "Fiduciary Accounts" and the individuals or estates for whose benefit they are opened are referred to collectively as "Protected Persons." The member opening the account will be referred to as the "Fiduciary." As Fiduciary, you understand and agree that you owe the Protected Person a legal fiduciary responsibility to care for his or its property, including funds held on deposit in this Account, and you understand and agree that funds in this type of account may not be pledged as security for any purpose. We reserve the right not to allow certain accounts to be opened as Fiduciary Accounts. To the extent applicable and not superseded by this section, the terms and conditions governing those types of accounts for individuals, as described elsewhere in this Agreement, govern Fiduciary Accounts.

In order to open a Fiduciary Account, you agree to provide such documentation as is required by the Credit Union with regard to the fiduciary relationship, including, but not necessarily limited to, Letters of Authority naming you as Conservator, Guardian, Personal Representative, etc. The Credit Union reserves the right to refuse to open a Fiduciary Account when documentation does not derive from the authority of the laws of the State of Michigan or Social Security Rules and Regulations.

If you have opened an account for a Protected Person, an Estate, or a Social Security Beneficiary, you, as Fiduciary, understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Letters of Authority or other documentation on file at the Credit Union, and you, on behalf of the Protected Person, forever indemnify and hold the Credit Union harmless for distributions made in good faith reliance on those Letters of Authority or other documentation. You further agree that it is your responsibility to notify the Credit Union when your authority as a Fiduciary has been revoked, rescinded, revised, or in any way modified.

All sums paid to the Credit Union on deposits (less set-offs allowed by law and/or provided by contract) shall be paid on proper withdrawal demand made by the named Fiduciary. The Credit Union has no obligation to monitor the further distribution of any funds withdrawn from the account, unless required to do so by court order. We reserve the right to deny any withdrawal request. The Credit Union shall not be liable for the misappropriation of funds resulting from a withdrawal from a Fiduciary Account.

#### **Beneficiary Designation**

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When opening an Account or, if all owners agree, at any time thereafter, you may designate one or more persons as beneficiaries of the Account under the Michigan Credit Union Beneficiary Accounts Act (public Act 31 of 1992), being MCL 490.81 et seq. Upon the death of the last surviving owner of the Account, the surviving beneficiaries shall become the owners of the Account. If there is more than one surviving beneficiary, the Account shall be divided equally between them, and each beneficiary shall be the sole owner of that beneficiary's share. In accordance with the Credit Union Beneficiary Accounts Act, there shall be no joint ownership among beneficiaries. The Credit Union is not obligated to notify any beneficiary/payee of the existence of any Account or the vesting of the beneficiary/payee's interest in any Account, except as otherwise provided by law. The Credit Union reserves the right to require documentation in order to confirm that an Account has become properly payable to a beneficiary or beneficiaries. An Account owned by a person that is not a natural person (that is, an account owned by a corporation or other legal entity or by a trust) may not have beneficiaries. The interests of the beneficiary(ies) is subject to the right of the Credit Union, to the extent allowed by law, to set off any money in the Account against any obligation of the deceased owner (or the last owner to die, if there was more than one) within 30 days after the Credit Union becomes aware of the deceased owner's death unless such a setoff would not have been allowed during the deceased individual's lifetime (such as would be the case with certain tax favored accounts). It is your responsibility to determine and understand any legal effects related to this type of Account.

#### **Agency Designation on an Account**

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An agency designation on an Account is an instruction for us that the owner authorizes another person to make transactions as agent for the Account owner regarding the Accounts designated. An agent has no ownership interest in the Account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent. The Credit Union shall not be liable for loss resulting from the misappropriation of funds withdrawn from an Account by an authorized agent. The Credit Union reserves the right to refuse any agency designation.

#### **Deposit of Items and Funds Availability**

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You may make deposits to your Account using any method available from us, including deposits in person, by mail or electronic means. All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. We have the right to refuse to accept any check or instrument for deposit at our sole discretion. If you deposit an item and it is returned unpaid, we will debit your Account for the amount of the item and charge you a returned deposit item fee. You will be liable to us for the amount of any item you deposit which is returned unpaid, and in addition, you will be responsible for any of our costs and expenses incurred in the collection of such returned item from you, including reasonable attorney fees. If you make a deposit into any account you have with us, that money may not be available right away. Refer to our Funds Availability Policy Disclosure below for information regarding the availability of funds deposited into a checking account. For other accounts, the funds may not be available for a longer period of time. Ask us at the time of deposit (or any time afterward) if you need to know when funds from any given deposit will be available.

#### **Cash Withdrawal Limitations**

For security reasons we may limit the amount of withdrawals that may be taken in cash from an account or by any given individual; we will establish such limits in our discretion from time to time. Please contact us if you have any questions about such limits.

#### **Notice of Withdrawals**

All of your accounts are subject to the Credit Union's right to require advance notice of withdrawal, as provided by law or in the Credit Union's Bylaws.

#### **Transaction Limitations**

During any calendar month, you may not make more than six transfers or withdrawals, or a combination of such transfers and withdrawals, from any account other than a Checking Account to another account or to a third party by means of a preauthorized or automatic transfer or telephonic agreement, order or instruction. If you exceed the transfer limitations

set forth above in any month, (i) a fee will be charged as set forth in our Fee Schedule, (ii) we generally will reject the transaction in question, and (iii) the account in question may be subject to closure or restriction by the Credit Union.

## Share Insurance

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Your savings in the Credit Union are insured up to at least \$250,000.00 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. For more information regarding share insurance, please refer to the NCUA brochure entitled "Your Insured Funds", which can be found at the Credit Union office or at [www.ncua.gov](http://www.ncua.gov). Because we are not authorized to provide legal advice, we cannot counsel you as to how to structure your accounts in order to maximize your account insurance protection.

## Automated Processing

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You recognize that Credit Union has adopted automated collection and payment procedures that rely primarily upon information encoded on to each item in magnetic ink. In recognition of this fact you agree that in paying or processing an item, Credit Union may disregard all information on the item other than the identity of the drawee bank, the amount of the item, and any information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with any other information on the item. You acknowledge that the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight review of items.

## Standard of Care

Except where applicable law or this Agreement provides otherwise, we will not be liable for any events not involving our intentional misconduct or gross negligence.

## Direct Presentment of Check by Non-Member

If anyone presents a check drawn on your account for payment, we have the right to require such a presenter to identify him/herself to the credit union's reasonable satisfaction. If the person presenting the check is an agent for the payee rather than the actual payee, we also may require proof of the agency authority. We also reserve the right to take the time allowed by law before we inform the presenter of whether the item will be paid. If the payee of the check is someone other than (i) an account holder with the credit union, (ii) a financial institution or financial institution clearing house, or (iii) a governmental unit or entity, we also reserve the right to charge the presenter a direct presentment fee. The presenter will be informed of the fee prior to the credit union accepting the item. If the presenter refuses to pay the fee, you agree that you will not bring a wrongful dishonor claim against the credit union based on the presenter's choice to pursue dishonor remedies rather than paying the fee. If you request us to do so in writing, we will charge the fee involved against your account rather than charging it to the presenter.

## Your Liability for Overdrafts

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**PLEASE REVIEW THIS INFORMATION CAREFULLY, IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS "YOUR LIABILITY FOR OVERDRAFTS" SECTION, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 734-285-0600, OR VISIT ANY BRANCH.**

### A. GENERAL

- 1. What Does it Mean to Overdraw your Account?** "Overdrawing" your account means that there are not sufficient available funds (as described in Section B below) in your account to pay for a transaction, resulting in a negative or "overdrawn" balance. Some transactions that can result in an overdraft in your account include, but are not limited to:
  - The payment of checks, electronic fund transfers, telephone-initiated, transactions, preauthorized payments under our Bill Payment Service, debit card transactions, or other withdrawal requests authorized by you;
  - The return (unpaid) of items deposited by you
  - The assessment of service charges by us; or
  - The deposit of items that are treated as not yet "available" according to our Funds Availability Policy
- 2. What Happens if the Credit Union Refuses to Pay the Item?** If you overdraw your account, we may return the item unpaid, commonly known as a return for "non-sufficient funds" or "NSF". It is important to understand that the Credit Union has no control over how many times an intended payee will resubmit an item to us for payment. When we return an item unpaid, we will assess you an NSF Fee each time the time is presented to us for payment. There is no limit on the number of NSF Fees we may assess against your account. NSF items are described in more detail in Section D.
- 3. What Happens if the Credit Union Pays the Item?** If you overdraw your account, we may pay the item, we may do so in one of two ways:
  - Through standard overdraft practices that come with your account, which we call "Courtesy Pay"; or
  - Through an overdraft protection plan, which we call "Overdraft Transfer Service"

You can elect to decline either of these services at any time, which may result in your transaction being declined for non-sufficient funds if the available balance in your account is insufficient to pay for your transaction.

The Credit Union also offers an overdraft line of credit for qualifying members. This Overdraft Policy describes only our Courtesy Pay and Overdraft Transfer Services. If you have questions regarding applying for an overdraft line of credit, please contact the Credit Union for additional information.

- 4. Your Obligation to Keep Records of Your Transactions.** While we provide Courtesy Pay and the Overdraft Transfer Service for your convenience and as a way to help you avoid overdrafts, NSF transactions, and associated fees, you are responsible for keeping track of the funds in your account that are available for you to use before you write a check, preauthorize a payment under our Bill Payment service, authorize an ACH transaction, make a cash withdrawal at an ATM, or use your debit card for a transaction. **It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments), as your available balance (discussed in more detail below) may not reflect these transactions until they are paid from your account.**

### B. YOUR AVAILABLE BALANCE

- 1. Actual Balance versus Available Balance.** Your checking account has two kinds of balances; the "actual" balance and the "available" balance. Both can be checked when you review your account online, at a Credit Union –owned ATM, by phone, or at a branch. It is important to understand how these two balances work so that you know how much money is **available to you** in your account at any given time. This section explains actual and available balances and how they work.
- 2. Your "Actual Balance".** Your "actual" balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered "available" for transactions on your account. The actual balance is also sometimes referred to as your "ledger balance". Your actual balance reflects transactions that have posted to your account, but it does not reflect transactions that have been authorized and are pending or deposits that may be on hold. While the term "actual" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend that is not always the case because any purchases, holds, fees, other charges, or deposits made on your account that not yet posted will not appear in your actual balance. For example:

- Assume you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. Though your actual balance is \$50, you have already spent \$40.
3. **Your “Available Balance”.** Your available balance is the amount of money in your account that is available to you to use without incurring a fee. The available balance takes into account factors such as holds placed on deposits and pending transactions, like pending debit card purchases, that the Credit Union has authorized, but that have not yet *posted or settled* to your account. For example:
    - **Assume you have an actual balance of \$50.** If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). If the merchant requests preauthorization in the amount of \$20, we will place a “hold” on your account for \$20 (referred to as an “authorization hold”). Your actual balance will still be \$50 because this transaction has not yet posted, but your available balance will be \$30 because of the restaurant’s \$20 preauthorization request. When the merchant submits its bill for payment (which could be days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and your actual balance will be reduced by the amount of the posted transaction.
  4. **Your Available Balance and Non-Debit Card Transactions.** For electronic funds transfers (ACH), checks, bill payments, and any other non-debit card transactions, we use your *available balance* at the time a transaction posts to determine whether your account is overdrawn and whether a fee will be assessed. For information on how your available balance works with respect to debit card transactions, please see Section C.

## C. AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS.

1. **What is an Authorization Hold?** When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an “authorization hold”, and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day.
2. **How Does an Authorization Hold Affect Your Available Balance?** Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. We have no control over when the merchant may present an item for payment. Merchant payment requests are received in real time throughout the day and are posted to your account as they are received.
3. **The Amount of an Authorization Hold May Differ From the Amount of the Actual Transaction.** The amount of authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is authorized before your actual transaction amount is known, such as at a restaurant (where you may choose to add a tip to the transaction amount), or a gas station. For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.
4. **Length of an Authorization Hold.** We are permitted to place an authorization hold on our account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account, which will decrease your available balance. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business for certain transactions).

5. **Your Available Balance and Debit Card Transactions.** Everyday debit card transactions are processed against your account at two different times: first, when the transaction is authorized, and again when the transaction actually settles to your account, usually days later. This delay between the time a particular transaction is authorized and when it actually settles to your account is solely within the control of the merchant and its processor. The Credit Union has no control with respect to the time period that elapses between the time a merchant seeks authorization and finally submits the transaction for settlement.

For debit card transactions, we use your *available balance* at the time a transaction is *authorized* and again when the transaction *settles* to your account to determine if each specific transaction will overdraw your account and whether a fee will be assessed. It is important to remember that your available balance may not reflect all of your transactions.

When the Credit Union authorizes an everyday debit transaction, the amount of the transaction is subject to preauthorization hold. This means that the amount of the transaction is subtracted from your actual balance. It is important to understand that even if you have sufficient available funds in your account at the time the transaction is authorized, it is possible that the settlement of the transaction may result in an overdraft to your account, and the incurring of a fee. The two most common scenarios are as follows:

- **Example 1: Purchase transactions where the final amount is initially unknown.** The most common examples of a purchase transaction where the final amount is initially unknown are gas station purchases, restaurant charges, hotel and car reservations. In such cases the transaction will be communicated to the Credit Union for authorization in one amount, but when the transaction actually settles to your Account it does so for a greater amount. For example, if you use your debit card to pay at the pump for a gasoline purchase, you typically must utilize your debit card before operating the pump. The Credit Union may receive an authorization request in the amount of \$15.00. At the time of the authorization request, the available balance in your account is \$30.00, so the Credit Union approves the authorization request, and the available balance in your account is reduced to \$15.00. You proceed with the transaction, and purchase gasoline totaling \$40.00. When that transaction actually settles to your Account in the amount of \$40.00 as opposed to the \$15.00 that was authorized, the available balance in your Account is not sufficient to cover the settlement of the preauthorized transaction. Accordingly, the Credit Union’s payment of the preauthorized transaction results in an overdraft, and you will incur a fee (assuming you have opted into the Credit Union’s payment of overdrafts for everyday debit transactions).
- **Example 2: Purchase transactions where intervening items paid between authorization and settlement result in the overdrafting of your Account.** Assume the same gas station scenario as described in Example 1, except that you purchase gasoline totaling just \$15.00, so the authorized amount of the transaction is the same as the settlement amount of the transaction. However, between the day the transaction was authorized and the day the transaction settles to your account, a check you wrote in the amount of \$35.00 is presented for payment. The available balance in your account at the time of presentment is \$15.00, but the Credit Union pays the item in accordance with its Courtesy Pay service, resulting in an overdraft. When the \$15.00 gas station transaction actually settles to your account, the available balance in your account is not sufficient to cover the settlement of the preauthorized transaction, even though the settlement amount of the transaction is the same as the preauthorized amount of the transaction. Accordingly, the Credit Union’s payment of the preauthorized transaction results in an additional overdraft, and you will incur a fee (assuming you have opted into the Credit Union’s payment of overdrafts for everyday debit transactions).

For debit card transactions involving merchant authorization holds, we look at the available balance at the time a transaction is authorized and again at settlement to determine whether the transaction will result in an overdraft and a fee. If your available balance is insufficient to pay the preauthorization amount requested by a merchant, and you have not opted into Courtesy Pay for payment of everyday debit transactions, we will decline the request. If your available balance is sufficient to cover a merchant's authorization request, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant's authorization request.

If your available balance is insufficient to cover a merchant's authorization request, and you have opted in to Courtesy Pay for everyday debit transactions, we may choose to approve the authorization request. In the instance where your available balance was insufficient to cover a merchant's authorization request at the time of authorization without causing the account to have a negative balance, and we choose to authorize the transaction using Courtesy Pay, we will charge a Courtesy Pay Fee on that transaction when it posts, regardless of the available balance in the account at the time of posting.

Note that transactions authorized with a merchant as recurring debit card transactions may be covered by Courtesy Pay regardless of whether you have opted into Courtesy Pay for the payment of everyday debit card transactions.

#### D. PAYMENT OF OVERDRAFTS.

1. **The Credit Union Has No Obligation to Pay Your Overdrafts.** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for any costs of collection. We may close, without notice, any account with excessive overdraft activity, and report the account to a consumer reporting agency.
2. **Fees Associated with Overdrawing Your Account – Courtesy Pay Fees.** We assess a fee each time an item is presented for payment that we either pay, resulting in an overdraft, or which we decline pay because payment of the item would result in an overdraft had we paid it. If we pay an item in accordance with Courtesy Pay, we will charge you a Courtesy Pay Fee. There is no limit on the total fees we can charge you for overdrafting your account.
3. **Fees Associated with Overdrawing Your Account – Overdraft Transfer Service.** There are fees associated with using our Overdraft Transfer Service. These fees may be less expensive than Courtesy Pay Fees or NSF Fees. If we pay an item in accordance with our Overdraft Transfer Service, we will charge you an Overdraft Transfer Fee. If you have elected both the Overdraft Transfer Service and Courtesy Pay, there are circumstances wherein you will be charged **both** an Overdraft Transfer Fee **and** a Courtesy Pay Fee. These circumstances are discussed in greater detail in Section F. There is no limit to the total fees we can charge you for overdrafting your account.
4. **Fees Associated with Overdrawing Your Account – NSF Fees.** If we do not pay an item, we will return the item and charge you an NSF Fee **each time an item is presented for payment** and we return it unpaid due to an insufficient available balance. We have no control over the number of times an intended payee may resubmit the same item to us for payment. There is no limit on the total fees we can charge you for overdrafting your account.
5. **Fee Schedule.** Please refer to the Fee Schedule for a current listing of all fees associated with overdrawing your account.
6. **YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT AVAILABLE FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.** This is because your available balance may not reflect all the outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. For example, you may have written a check that is still outstanding because it has not been submitted for payment by the payee. That check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. We have no control over when a merchant submits an item for payment. For example, if a merchant obtains our prior authorization but does not submit an everyday debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions including, but not limited to, car rental transactions and international transactions), we are required to release the authorization hold on the transaction. Your available balance will not reflect this transaction once the hold has been released. Please refer to the section entitled "Authorization Holds for Debit Card Transactions" for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Please refer to the Funds Availability Disclosure for information regarding the availability of your deposits for withdrawal.

#### E. HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT.

There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when we post transactions to your account.

When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what are referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (checks, ACH transactions, or ATM/POS transactions). It is common for each of these presentment files to contain multiple items to be processed against your particular account. When multiple items are received at the same time, the items will be paid as follows:

- Checks are paid in the order received
- ACH items in each presentment file post credits first in the order presented, then debits in the order presented (we typically receive up to five ACH presentment files per day)
- ATM/POS items are paid in the order they are presented.
- Transactions performed in person, such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed.

The order in which items are paid is important if your account does not contain sufficient available funds to pay all of the items that are presented. If an item is presented for payment and your available balance is insufficient to pay it, we may, at our discretion, automatically transfer available funds from your designated account pursuant to the Overdraft Transfer Service, pay the item pursuant to Courtesy Pay, or return the item (NSF).

Please understand that the above information is only a general description of how certain types of transactions are posted. These practices may change, and the Credit Union specifically reserves the right to pay items in any order, as permitted by law.

#### F. OPTIONAL OVERDRAFT PROTECTION PLAN – OVERDRAFT TRANSFER SERVICE

1. **Overdraft Transfer Service.** We offer an optional overdraft protection plan that we refer to as our "Overdraft Transfer Service" where funds from a linked savings account are used for overdraft protection. We will look first to this service for overdraft protection before applying our discretionary Courtesy Pay Overdraft Service when your account is overdrawn. The Overdraft Transfer Service may save you money on the total fees you pay us for overdraft protection.

With this service, you authorize us to make transfers of available funds automatically from your regular savings account, plus the overdraft transfer fees, to cover overdrafts in your checking account. Each transfer counts as one of the six (6) limited transactions you are allowed each month from your regular savings. The Overdraft Transfer Service is an optional feature that can be added to your eligible checking accounts upon your request. To request or terminate the Overdraft Transfer Service: (1) use the video branch on our mobile app or website; (2) call us at 734-285-0600; (3) text us at 248-409-3150; (4) visit any branch and speak with a Representative; or (5) mail a request to 269 Oak Street, Wyandotte, MI 48192.

Overdrafts paid pursuant to the Overdraft Transfer Service are subject to a per-item Overdraft Transfer Fee as set forth in the Fee Schedule.

If you decline or terminate the Overdraft Transfer Service and are not eligible for Courtesy Pay, and there are insufficient available funds in your checking account to pay an item, your item will not be paid unless it was a previously authorized everyday debit card transaction. The items will be returned, and an NSF fee will be charged, each time an item is presented for payment and returned unpaid due to an insufficient available balance. It is important to remember that we have no control over how many times an intended payee may present the same item for payment. Multiple presentments of the same item will result in multiple fees. Transfers will appear on your periodic statements for each applicable account.

2. **Limits on Overdraft Transfer Service.** We will not transfer more than the available account balance in designated linked account if the amount of the overdraft and related fee(s) exceed the available amount. If the available balance in a designated linked account is not enough to pay the full amount of the transaction(s) you have initiated on any day plus the Overdraft Transfer Fee(s), we will transfer up to the available balance to pay one or more transactions plus the applicable fee for each item. Any transactions that are not paid by the transfer will either be paid through our Courtesy Pay Service or returned, and Overdraft Transfer Fees, Courtesy Pay Fees, and/or NSF Fees as applicable, will be assessed.

The following example illustrates how this works if you have elected both Overdraft Transfer Service and Courtesy Pay Overdraft Service:

Assume your actual and available balances in your checking account are both \$50, and your available balance in your savings account is \$10. You write a check for \$80. When the check is presented for payment, because you don't have \$80 available in your checking account or regular savings account, the item cannot be fully paid using the Overdraft Transfer Service from the regular savings account. However, if you have also elected Courtesy Pay, we may elect to transfer the \$10 in your linked savings account and pay the remaining portion of the item using Courtesy Pay. In such case, you will be assessed both an Overdraft Transfer Fee **and** a Courtesy Pay Fee.

However, because Courtesy Pay is a discretionary service, we may instead elect to decline to pay the transaction. If we decline to pay the transaction, we will not transfer any funds from your linked savings account, we will decline the transaction, and we will assess you an NSF Fee **each time** the item is presented for payment. It is important to remember that we have no control over how many times an intended payee may present the same item for payment. Multiple presentments of the same item will result in multiple fees.

3. **We May Return Items Unpaid.** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid and charge a related NSF Fee as stated in our Fee Schedule. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related NSF Fee each time that same transaction is returned unpaid.

4. **Termination of Overdraft Transfer Service.** We may terminate the Overdraft Transfer Service at any time with or without notice to you. Any owner of the checking account or any owner of a linked regular savings account used for overdraft protection may decline the Overdraft Transfer Service. To terminate the Overdraft Transfer Service: (1) use the video branch on our mobile app or website; (2) call us at 734-285-0600; (3) text us at 248-409-3150; (4) visit any branch and speak with a Representative; or (5) mail a request to 269 Oak Street, Wyandotte, MI 48192.

## G. COURTESY PAY OVERDRAFT SERVICE

1. **Courtesy Pay.** In accordance with our commitment to provide valued service and benefits, we may, if you qualify, at our discretion, pay overdrafts that would cause your eligible checking account to have a negative balance up to the amount of your limit, which is determined by us in our sole and absolute discretion. Courtesy Pay is different than the Overdraft Transfer Service. Courtesy Pay is a backup to the Overdraft Transfer Service and will only be activated if funds are not available from the Overdraft Transfer Service.
2. **What Overdraft Transactions are Covered?** Courtesy Pay is available for the payment of checks, preauthorized payments under our Bill Payment Service, ACH drafts, and recurring debit transactions. Courtesy Pay is also available for everyday debit card transactions, if you opt-in, as described in the next section below.
3. **Optional Overdraft Transactions.** The following types of transactions require you to "opt in" (in other words, you must provide us with your affirmative consent) if you would like to include them in Courtesy Pay. Choosing not to opt in may result in these transactions being declined:

- ATM Transactions
- Everyday Debit Card Transactions

We do not require you to authorize Courtesy Pay for your ATM and everyday debit card transactions as a condition of us providing Courtesy Pay to you for your checks, ACH transactions, or other transactions. If you want the Credit Union to authorize and pay overdrafts for ATM and everyday debit card transactions through Courtesy Pay, you must provide us with your consent by: (1) using the video branch on our mobile app or website; (2) calling us at 734-285-0600; (3) texting us at 248-409-3150; (4) visiting any branch and speaking with a Representative; or (5) mailing a request to 269 Oak Street, Wyandotte, MI 48192.

4. **Eligibility for Courtesy Pay.** Courtesy Pay is not a credit product. It is a feature that is automatically included with eligible checking accounts (unless you decline Courtesy Pay entirely as described below or information, we get from a consumer reporting agency does not meet Credit Union standards). Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. Courtesy Pay may be available for checking accounts for which the primary checking account owner is 18 years of age or older. We reserve the right to limit Courtesy Pay to one (1) account per household or member, we may suspend or permanently revoke Courtesy Pay from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:

- You are not making regular deposits into your checking account;
- You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period;
- Your membership is not in good standing;
- You are more than thirty (30) days past due or are in default in any other respect on any loan or other obligation with us;
- You have an outstanding balance due on an overdraft repayment plan;
- Your primary savings account does not have a positive balance;
- Your checking account is subject to any legal or administrative orders or levies;
- You have insufficient credit or negative credit history;

- You are a party to a bankruptcy proceeding;
  - Any or all your account(s) with us are being reviewed for improper activity or transactions;
  - Your checking account is classified as inactive;
  - You use the Service to pay items written to check cashing agencies;
  - You have an unresolved prior loss with us; or
  - We believe you are not managing your checking account in a responsible manner which may harm you or us.
5. **Courtesy Pay is a Discretionary Privilege.** Any payment made by us under Courtesy Pay will be made on a case-by-case basis, in our sole and absolute discretion. Courtesy Pay does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. Courtesy Pay is a privilege that the Credit Union provides from time to time, and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.
  6. **Notification.** If you qualify for Courtesy Pay, we will notify you that Courtesy Pay has been added to your account. However, we may refuse to pay an overdraft at any time, even though we may have previously paid overdrafts. We have no obligation to notify you before we pay or return any item. It is important to remember that Courtesy Pay is a purely discretionary benefit offered by the Credit Union. If at any time we determine that your account is no longer eligible for Courtesy Pay for any reason, we can discontinue it immediately without notice to you.
  7. **How Courtesy Pay is Administered.** If you are eligible for the Service, we will generally pay your overdraft items up to a maximum amount established by the Credit Union in its sole and absolute discretion, including fees. We are not required to notify you of any nonsufficient funds checks, ACH items, or other transactions that may have been paid or returned. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.
  8. **When is the overdraft payment due?** The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.
  9. **Courtesy Pay Fees.** A Courtesy Pay Fee will be charged to your checking account, in accordance with our Fee Schedule, for each overdraft that is authorized and paid through the Service. This means that more than one Courtesy Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through Courtesy Pay. You understand that your Courtesy Pay Limit will be reduced by the amount of each overdraft paid by us through Courtesy Pay and the amount of the related Courtesy Pay Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Courtesy Pay Limit by the amount of the repayment. If we choose not to pay the item/transaction under Courtesy Pay, you are subject to a Non-Sufficient Funds (NSF) Fee in accordance with our Fee Schedule for each such item each time it is presented for payment and returned unpaid due to an insufficient available balance. Your periodic statement will itemize Courtesy Pay Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.
  10. **Transfers to Cover Overdrafts.** You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding IRAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.
  11. **Right of Setoff.** In addition to any other rights that we may have, you agree that any deposits, future deposits, or other credits to any account in which you may now or in the future may have an interest are subject to our right of setoff for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless you decline Courtesy Pay (see below), you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds), deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law. Each person who causes an overdraft, which is paid by us, agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of Courtesy Pay.
  12. **Default.** You will be in default under the terms of Courtesy Pay if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend overdraft privileges, terminate Courtesy Pay, or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees and court costs that we may incur as a result of your default.
  13. **Termination; Suspension.** We may terminate or suspend Courtesy Pay at any time without prior notice. In no event will any termination relieve you of your obligation to repay any negative account balance, overdraft fees, collection costs and attorneys' fees, if any, we can delay enforcing any of our rights without losing them.
  14. **Your Right to Decline Courtesy Pay.** Any owner of the checking account may decline the service. If you prefer not to have the Service: (1) use the video branch on our mobile app or website; (2) call us at 734-285-0600; (3) text us at 248-409-3150; (4) visit any branch and speak with a Representative; or (5) mail a request to 269 Oak Street, Wyandotte, MI 48192.
  15. **Optional Overdraft Protection Plans.** As discussed in more detail above, we also offer the optional Overdraft Transfer Service which links your checking account to a savings account, as well as other overdraft sources and may be less expensive than Courtesy Pay. To learn more, please ask us about these plans by: (1) using the video branch on our mobile app or website; (2) calling us at 734-285-0600; (3) texting us at 248-409-3150; (4) visiting any branch and speaking with a Representative; or (5) mailing a request to 269 Oak Street, Wyandotte, MI 48192.

**THE BEST WAY TO KNOW HOW MUCH MONEY YOU HAVE AND AVOID PAYING OVERDRAFT FEES IS TO RECORD AND TRACK ALL OF YOUR TRANSACTIONS CLOSELY. PLEASE REVIEW THIS INFORMATION CAREFULLY. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT US BY: (1) using the video branch on our mobile app or website; (2) calling us at 734-285-0600; (3) texting us at 248-409-3150; (4) visiting any branch and speaking with a Representative; or (5) mailing a request to 269 Oak Street, Wyandotte, MI 48192.**

#### Remote Deposit Capture

1. Eligible Items – You agree to scan and deposit only checks as that term is defined in the Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to MLCU shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Vermont. You agree that you will not use the services to scan and deposit any checks or other items as shown below:
  - a. Checks or items payable to any person or entity other than you.
  - b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
  - c. Checks or items containing obvious alternations to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
  - d. Checks or items previously converted to a substitute check, as defined in Reg CC.
  - e. Checks or items drawn on a financial institution located outside the United States.
  - f. Checks or items that are remotely created checks, as defined in Reg CC.



- g. Checks or items not payable in United States currency.
  - h. Checks or items dated more than 6 months prior to the date of deposit.
  - i. Checks or items prohibited by your credit union's current procedures relating to the services or which are otherwise not acceptable under the terms of your MLCU account.
2. Image Quality – The image of an item transmitted to MLCU using the services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, NCUA or any other regulatory agency, clearing house or association.
  3. Endorsements and Procedures – You agree to restrictively endorse any time transmitted through the services as "For Mobile Deposit Only, Michigan Legacy Credit Union" or as otherwise instructed by your credit union. You agree to follow all other procedures and instructions for use of the services as MLCU may establish from time to time.
  4. Receipt of Items – MLCU reserves the right to reject any item transmitted through the service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from MLCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
  5. Availability of Funds – You agree that items transmitted using the services are not subject to the funds availability requires of the Federal Reserve Board Regulation CC. MLCU will hold the funds for up to seven business days from the date of deposit. In some instances, funds may be available sooner than seven business days based on such factors as credit worthiness, the length and extent of your relationship with the credit union and its affiliates, transaction and experience history, and such other factors as the credit union, in its sole discretion, deems relevant. Generally, if the funds from your deposit will be available later than the time shown above, the credit union will mail or deliver the notice as soon as practical, but no later than the first business day following the day the facts become known to the depository bank, or the deposit is made, whichever is later.
  6. Disposal of Transmitted Items – Upon your receipt of a confirmation from the credit union that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "Void" and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item again. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the credit union as required to aid in the clearing and collection process, to resolve claims by a third party with respect to any item, or for the credit union's audit purposes.
  7. Deposit Limits – We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the services and to modify such limits from time to time.
  8. Hardware and Software – To use the services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the credit union from time to time. The credit union is not responsible for any third-party software you may need to utilize the service. Any software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter directly with the third-party software provider at the time of download and installation.
  9. Errors – You agree to notify the credit union of any suspected errors regarding items deposited through the service right away, and in no event later than 60 days after the applicable credit union account statement is sent. Unless you notify the credit union within 60 days, such statements regarding all deposits made through the service shall be deemed correct, and you are prohibited from bringing claim against the credit union for such alleged error(s).
  10. Presentment – The manner in which the items are cleared, presented for payment and collected shall be in the credit union's sole discretion subject to the Depository Agreement and Disclosures governing your account.

### Expenses Incurred for Legal Process

If any legal action is brought involving 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. In lieu of expenses other than attorneys' fees, we may charge a Legal Process Fee as set forth on the Fee Schedule. Any legal process against your Account is subject to our lien and security interest.

### Inactive or Dormant Accounts

The Credit Union will consider your account inactive after one year of no deposits or withdrawals. This excludes interest or dividends credited to your Account by the Credit Union. Michigan Law permits the Credit Union to turn these funds over to the State after two years of no activity, and requires the Credit Union to turn these funds over to the State after three years of no activity. Before turning funds from inactive accounts over to the State of Michigan, the Credit Union will send notices as required by Michigan law advising you of your rights.

### Credit Union Lien and Security Interest

Except for debts that are secured by your principal residence, if you owe us money as a borrower, guarantor, endorser or otherwise, we have a *lien* on the funds in any Account in which you have an ownership interest, regardless of their source, unless the Account is an IRA or tax deferred retirement Account or the lien is prohibited by law. We may apply these funds in any order to pay off your indebtedness (including but not limited to indebtedness you have guaranteed). 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 (except IRAs or tax deferred accounts or where the granting of such a lien is prohibited by law) and we may use the funds from your Accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. If your Account is owned jointly, our rights extend to any amount owed to us by any of the Joint Owners. We will notify you if we have exercised our right of offset.

### Fees and Service Charges

Any Account may be subject to service charges in accordance with the Fee Schedule adopted by the Credit Union from time to time. You agree to pay us fees in connection with your Accounts in accordance with the Fee Schedule then in effect. Refer to the Fee Schedule for a current list of fees. We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any fees owed from any of your Accounts, except that no fee may be deducted from an IRA unless the fee relates to the IRA. We reserve the right to waive any fees in our sole discretion. Fees may reduce earnings on any of your Accounts. .

### Return of Deposits/Closed Accounts

The amount needed to purchase a share in the credit union is \$5.00. If your Regular Share Savings Account remains below \$5.00 for more than thirty (30) days, we may consider that a voluntary withdrawal of your membership. 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 and we may also restrict the services available if we choose to leave an Account open. However, we may not terminate your membership in the Credit Union without satisfying the requirements of applicable law. If we close an Account, we will notify you and send you a check for any balance in that Account after deducting all applicable charges and fees. We may, in our discretion, exercise our right of setoff with regard to such amounts if we have such a right with regard to the Account. Any withdrawal that reduces the amount in an Account to zero (other than a Checking Account) may automatically close that Account. We are not liable for any check, withdrawal or other payment order after an Account is closed. Any checks or other payment orders 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.

### Final Credit for Deposits

All deposits are subject to proof and verification. If you deposit a check, draft or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal law and regulations. If there are special fees for collecting your deposit, you promise to pay them (see the Fee Schedule for a list of fees). We may deduct them directly from the Account into which the deposit was made. If we feel there is a reason, we may refuse, limit or return any deposit. We have the right to refuse to accept any deposit. We specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement; However, we generally will not refuse to accept such a deposit if all of the endorser's are original payees on the check and all are owners of the Account into which the deposit is being made. We reserve the right not to pay interest or dividends on amounts subject to garnishment, levy or other legal process; and we reserve the right not to pay interest or dividends on the amount of any deposited item that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest or dividends). Any item presented to the Credit Union that is payable to a business or other entity or to a trust must be deposited into one of your accounts in full and we may, at our discretion, impose this requirement on other account holders. If you wish to obtain cash, you may always do so as a separate transaction under our usual terms and conditions for cash withdrawals.

### Suspension of Services

We have the right to suspend the benefit of any Credit Union services to you at any time for reasonable cause. At our discretion, we also have the right to pay any check presented for payment on your Account after your Account is closed or suspended and to recover such amount paid from you. Account services are available to those members in good

standing with the credit union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have (a) a delinquent loan; (b) a savings balance below the \$5.00 minimum; (c) an unresolved deposited returned Check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; or (f) caused a financial loss to the credit union.

### **Accounts Not Transferrable**

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Your Accounts are not transferable, except on the Credit Union's books and records. Accounts may not be pledged to anyone other than us without our prior written consent.

### **Membership Agreement and Disclosures**

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The Membership Agreement and Disclosures provided to you at the time you opened your Account and referred to throughout this Agreement, contains (a) a list of fees and charges applicable to your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to your Account. This Agreement shall be effective and shall govern all Accounts with us that are described in this Agreement. By signing an Account Card or any Account Change Card after your Regular Share Savings Account has been established, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement and all amendments to this Agreement. This Agreement shall supersede all previous agreements for such Accounts.

### **Stop Payments**

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You may request a stop payment order on any check drawn on your account. To be binding, an order must be dated, signed within 14 days, and describe the account and check number and the exact amount. The stop payment order will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and the order states the number of the account, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check, and to assist us in any legal action.

A stop payment order is effective for six (6) months and may be renewed in writing from time to time. We have no obligation to notify you when a stop payment order expires.

Fees for stop payment orders are set forth on the Fee Schedule. You generally may NOT stop payment on any certified check, teller's check, or any other check or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to (1) our refusing payment of an item, including claims of any multiple party, account owner, payee, or endorser or (2) our failing to stop payment of an item as a result of incorrect information provided by you.

### **Check Legends**

We will not be responsible for, and you hereby waive any losses or costs you incur as a result of, the payment by us of any check that contains any extraneous legends, for example, "void after 60 days," "payment in full" unless we agree otherwise.

### **Checks and Other Account Access Devices**

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We may reject any check, or other access device, which does not meet our standards for acceptance, whether such standards are established by law, regulation or our own policy.

### **Postdated, Stale or Overdraft Checks**

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You understand that postdating a check will have no effect on whether or not it is honored prior to or after the date of any such check. A stale check is any check received by us by the earlier of six (6) months or more after the date on the check or any expiration date printed on the check. We may pay or refuse to pay any postdated, stale or overdraft check, or any other item presented for payment on your Account without any liability.

### **Endorsement**

All endorsements placed on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the Credit Union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees. You cannot alter or limit your responsibility or liability to us under this Agreement by use of a restrictive endorsement or otherwise without our written consent.

### **Truncated Checks; Statements**

Your canceled checks (the checks drawn against your Account that we honor) will not be returned to you, they will become Credit Union property and be held by us ("truncated") for you. They also may be truncated earlier in the check clearing process, such as by the bank into which the payee deposits them. This may be done either pursuant to a contractual electronic presentment process or under a federal law commonly referred to as "Check 21." Your monthly statement will itemize your canceled checks by number, date of clearing and the amount of the check. Any objection respecting any transaction shown on a periodic statement is waived unless made in writing to the Credit Union within sixty (60) days after the statement is mailed. A copy of any check will be available to you as required by law. There may be a small fee to obtain a copy of a check (see the Fee Schedule for a list of fees). When a copy of a check is requested, the Credit Union may provide it to you in the form of a "substitute check" as prescribed in the "Check 21" law. Upon issuance, the Credit Union will provide you with a disclosure regarding your rights regarding substitute checks and how you may make a claim for a refund for losses related to a substitute check.

### **Periodic Statements**

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You will receive a periodic statement (normally monthly) for your Checking Account. You will receive a periodic statement (normally quarterly) for your Regular Share Account or other accounts that are not Checking 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 Checking Account and other savings accounts. Each such statement shall show the transactions on your accounts and any fees and other charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts for which we do not have a valid address on file.

You must examine each periodic statement carefully and reconcile the accounts reflected on that statement. If there are any discrepancies, you must notify us immediately. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to the Credit Union within 60 days of the mailing date of the earliest statement containing those items, unless another time period is required by state or federal law. You agree to cooperate with us in any investigation we reasonably believe is necessary in connection with an assertion by you of fraud concerning your accounts. This includes, but is not limited to, signing of affidavits, filing of police or other reports with government agencies or otherwise assisting in the prosecution of persons who may have perpetrated such fraud. This will also include, in the case of an account for a business or other entity, making a principal of the organization available for in person interviews and providing relevant information under oath. For accounts for businesses and other entities and, to the extent allowed by law, for consumer accounts, the Credit Union will not be liable if items were forged or altered such that the fraud could not be detected by a reasonable financial institution.

### **Amendments**

We may change any of the terms 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. When we change 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 change.

### **Organizational, Partnership or Corporation Accounts**

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If your Account is an organizational, partnership or corporate account, you will supply us with a separate authorization informing us of the authorized signers for the Account and provide any other related documents if we request you to do so. We require the individual opening the Account be a member in good standing and that a majority of the partners, owners or organizational members be individually eligible for membership.

## Notification of Address Change

You are responsible for notifying us promptly in writing with your signature of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union requires all notices of change in address or name to be in writing, with your signature. Notices to us should be sent to:

Michigan Legacy Credit Union  
269 Oak St  
Wyandotte, Michigan 48192

In the event we are unable to locate you, you agree to pay all fees associated with maintaining an invalid address in our records and any costs and locator fees incurred in our locating efforts.

## Other Notices; Effect of Notice

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 to one Joint Owner shall be deemed notice by or to all. We reserve the right not to send notice for Accounts we consider inactive. 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.

## Special Account Instructions

You may request that we facilitate certain financial 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 financial needs 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.

## Changes Requested by You

Account changes requested by you, such as adding or closing an account or service, must be submitted in writing, signed, and accepted by us.

## Termination of Account

Notwithstanding any other provisions in this Agreement, we may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks related to the account, whether blank or completed, are lost or stolen; (5) there are excessive overdrafts drawn on the account that are not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. An owner may give up his/her ownership rights in a multiple party account at any time by completing a document acceptable to the Credit Union in that regard; however, such an action will not relieve such an owner from any liability for which such owner had with respect to the account immediately prior to the removal. We are not responsible for payment of any check withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

**Termination of Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

## Security

It is your responsibility to secure and protect the account numbers and electronic access devices (e.g., an ATM card), including Personal Identification Numbers (PINs) and access credentials, we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) or access credentials with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

## Cooperation in Loss Recovery Efforts

Except as otherwise required by law, you agree to fully cooperate in any effort we undertake to recover funds that were taken from your Account without authorization. For example, you will sign affidavits of loss or forgery that may be required by our insurance company. You also agree to cooperate fully in any prosecution that may be initiated by the proper authorities pursuant to us filing a complaint about unauthorized activities involving your account. If a loss is the result of our actions (we lose a check you deposited, for example), you agree to help us to recover the loss but we will be responsible for all expenses involved. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

## Rewards and Incentives Programs

From time to time, we may make rewards and incentives programs available to you in connection with one or more of your accounts. These programs will be governed by separate documents related to such programs and the credit union reserves the right to change or terminate such programs at any time.

## Telephone Monitoring and Calling

From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

## Verification of Ownership and Beneficiary Arrangements

You agree to check all records related to your account periodically (within 30 days after the account is opened or any changes are made and not less than once per year thereafter) to ensure that all ownership and beneficiary arrangements are set up in the way that you desire. You agree to contact the Credit Union immediately if any ownership or beneficiary arrangement is not how you wish it to be. You further agree to hold the Credit Union harmless from any claims that any ownership or beneficiary arrangement related to your account is not set up as you desire.

## Responsibility for Your Transactions Not Involving an Account

If (i) you present a check or other item to us drawn on another financial institution for cash over the counter or for payment of any obligation owing to us or (ii) we initiate an automated clearinghouse (ACH) transfer to another financial institution for any obligation owing to us and the check, other item, or ACH transfer is returned to us unpaid for any reason not attributable to us, we may charge a returned transaction fee to any of your accounts (except accounts described in the Credit Union Lien and Security Interest section as not being subject to lien or setoff rights) or, to the extent allowed by law, charge a returned transaction fee to the obligation for which payment was intended. Please refer to the Credit Union's Fee Schedule for the amount of these fees.

### 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 may refuse to execute any telephone request or order.

### 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 if the court rendering the judgment has jurisdiction over the Credit Union and could issue a garnishment that would be binding on the Credit Union; (9) when we are attempting to collect an obligation owed to us; or (10) as required by law. In addition, you understand and agree that we may, from time to time, request and review consumer reports and other information about you prepared by consumer reporting agencies or others.

### Taxpayer Identification Numbers and Backup Withholding

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other Internal Revenue Code 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 have designated on a W-9 or W-8BEN that you have applied for a TIN, you must provide the TIN within 60 days. Upon the expiration of the 60-day period, the Credit Union may begin withholding from your account.

### 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 losses, expenses, liabilities or damages including actual attorneys' fees resulting from such a claim or suit. 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.

### Waivers

You agree and understand that our failure or delay to exercise any right, remedy, power, or privilege available to us pursuant to this Agreement shall not affect or disallow our future exercise of that right, remedy, power, or privilege. If we choose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

### 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.

### Severability

If any provision 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 enforceability of the remaining provisions or portions hereof shall not be affected thereby.

**LIMITATION OF LIABILITY. EXCEPT WHERE REQUIRED BY LAW OR THIS AGREEMENT SPECIFICALLY PROVIDES OTHERWISE, WE WILL NOT BE LIABLE FOR ANY ACTION OR INACTION EXCEPT FOR OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, EXCEPT AS MY BE OTHERWISE REQUIRED BY LAW, YOU AGREE THAT IN NO EVENT SHALL THE CREDIT UNION'S LIABILITY TO YOU EXCEED YOUR ACTUAL DAMAGES OR THE SUM OF \$10,000, WHICHEVER IS LESS, IN NO EVENT WILL CREDIT UNION BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.**

### Governing Law

This Agreement shall be governed by the laws, including applicable principles of contract law, and regulations of the State of Michigan, except as superseded by federal law and regulations. This Agreement is also subject to the Credit Union's Bylaws, and to local clearinghouse rules. Unless otherwise required by applicable law, or as otherwise required by the Resolution of Disputes by Arbitration provision, any action brought pursuant to this Agreement against the Credit Union must be brought in a court with jurisdiction over the location of the Credit Union's principal place of business.

### Permitted Time for Filing a Lawsuit

You must file any lawsuit or arbitration against us within one year after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition of making a claim.

### Binding Arbitration and Class Action Waiver – Resolution of Disputes by Arbitration

THIS SECTION CONTAIN IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION, ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

- A. **Agreement to Arbitrate Disputes.** Either you or we may elect, without the other's consent, to require that any dispute between us concerning your membership, your deposit accounts ("Accounts") and the services related to your membership and Accounts, including but not limited to all disputes that you may raise against us, must be resolved by binding arbitration, except for those disputes specifically excluded below.
- B. **No Class Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.
- C. **Disputes Covered by Arbitration. YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL.** Any claim or dispute relating to or arising out of your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your Accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its affiliates, successors, assignees, officers, directors, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

- D. **Disputes Excluded from Arbitration.** Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Our Claims or disputes against you arising from your status as a borrower under any loan agreement with the Credit Union or to collect any funds you may owe us are also excluded from this Resolution of Disputes by Arbitration provision.
- E. **Commencing an Arbitration.** The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at:
- Michigan Legacy Credit Union**  
**Attention: President/CEO**  
**269 Oak Street**  
**Wyandotte, MI 48192**

If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1-800-778-7879 (toll-free)  
[www.adr.org](http://www.adr.org)

JAMS  
1-800-352-5267 (toll-free)  
[www.jamsadr.com](http://www.jamsadr.com)

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

- F. **Administration of Arbitration.** The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years of experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.
- G. **Costs.** The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.
- H. **Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies, except in an action by us against you that has been initiated by Us to collect funds that you may owe to us.
- I. **Arbitration Award.** The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.
- J. **Governing Law.** You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Michigan shall apply.
- K. **Severability, Survival.** These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.
- L. **Applicability.** Arbitration will not apply to your Account as long as you are an active duty Service Member.
- M. **Right to Reject this Resolution of Disputes by Arbitration Provision. YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:**

**Agreement to the Resolution of Disputes by Arbitration provision:**

1. If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.
2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

**Rejection of the Resolution of Disputes by Arbitration provision:**

1. If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:
  - a. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;
  - b. You must send Your written notice to us at the following address;

Michigan Legacy Credit Union  
Attention: President/CEO  
269 Oak Street  
Wyandotte, MI 48192

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## Funds Availability Disclosure

This policy disclosure describes your ability to withdraw funds at Michigan Legacy Credit Union. It only applies to the availability of funds in "transaction accounts". Generally, transaction accounts are accounts that permit an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking Accounts are the most common transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which of your accounts are affected by this policy disclosure.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$225 available on the first business day after the day of your deposit. . Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposits.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that deposit was made on the next business day we are open.

**SAME DAY AVAILABILITY.** Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.

**NEXT DAY AVAILABILITY.** Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on the Credit Union

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash
- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

**OTHER CHECK DEPOSITS SUBJECT TO SECOND DAY AVAILABILITY.** The first \$225 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday.

**HOLDS ON OTHER FUNDS.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdraw immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**LONGER DELAYS MAY APPLY.** We may delay your ability to withdraw funds deposited by check into your Account an additional number of days for these reasons:

- We believe a check you deposited will not be paid
- You deposit checks totaling more than \$5,000.00 on any one (1) day
- You deposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six (6) months
- There is an emergency, such as failure of communications or computer equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons and will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new member, the following special rules will apply during the first 30 days your Account is open:

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's traveler's and federal, state and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may need to use a special deposit slip). The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

**DEPOSITS AT NON-PROPRIETARY AUTOMATED TELLER MACHINES (ATMS).** Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**DEPOSIT AT PROPRIETARY AUTOMATED TELLER MACHINES (ATMS).** The first \$225 of funds deposited at an ATM may be available on the same day we receive your deposit. Except for deposits of checks drawn on the U.S. Treasury. Funds deposited at MICHIGAN LEGACY CREDIT UNION ATMs (proprietary) of more than \$225 are subject to a special two-business-day hold to enable the Credit Union to verify the deposit. The special hold is automatically placed through the second (2nd) business day following the day of deposit such that you may have access to your funds on the second (2nd) business day after the day of deposit. Some checks may take longer but you will be notified if the hold extends beyond this period.

**FOREIGN CHECKS.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

**Questions.** In case you have any questions regarding our Funds Availability Policy, please contact us at 800-552-8643.

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## Truth-in-Savings Disclosure

### Disclosure of Terms Applicable to Consumer Accounts

**Bylaw Requirements.** You must complete payment of one share in your Regular Share Savings Account as a condition of admission to membership. Only members in good standing may receive the benefits and services of the Credit Union.

**Rate Information.** Please refer to our separate Rate Schedule for current information about your dividend rate and annual percentage yield.

**Fee Schedule.** Please refer to our separate Fee Schedule for additional information about our fees and charges.

**Nature of Dividends.** Dividends are paid from current income and available earnings, after any required transfer to reserves, at the end of a dividend period.

**Transaction Limitation.** The Credit Union reserves the right to at any time require not less than seven days' notice in writing before each withdrawal from any account other than (1) a Checking Account or (2) a time deposit (except on the maturity date or within ten days thereafter), or from any other Savings Account as defined by Regulation D.

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#### Regular Share Savings Account

##### [Rate Information](#)

The Dividend and the Annual Percentage Yield may change as determined by the Credit Union's Board of Directors.

##### [Compounding and Crediting](#)

Dividends on the account will be compounded every quarter. Dividends will be credited to your account every quarter.

##### [Dividend Period](#)

For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1. If you close your account before dividends are paid, you will not receive the accrued dividends.

##### [Minimum Balance Requirements](#)

The minimum balance to open this account is \$5. You must maintain a minimum aggregate average daily balance of \$5 in your account to maintain membership. There is a monthly maintenance fee on this account if, during any month, the aggregate balance of all your shares fall below \$2,500, or if the balance of your aggregate loan accounts falls below \$3,500. (This does not apply to members under 21 or over 60). See our Fee Schedule for details. You must maintain a minimal average daily balance of \$100 in your account to obtain the disclosed Annual Percentage Yield.

##### [Average Daily Balance Computation Method](#)

Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the balance in the Account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

##### [Accrual of Dividends on Noncash Deposits](#)

Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your Account. a deposit. If you close your Regular Shares Savings Account before dividends are paid, you will not receive the accrued dividends.

##### [Transaction Limitations](#)

During any monthly period, you may not make more than six (6) withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a pre-authorized, automatic, or computer transfer, telephonic order or instruction, or similar order to a third party. No more than three (3) of the six (6) transfers may be made by check, draft, ATM/debit card, if applicable, or similar order to a third party. If you exceed the transfer limitations set forth above, your Account will be subject to a fee as set forth in our Fee Schedule, or closure by the Credit Union.

##### [Checking Account](#)

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##### [Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors.

##### [Compounding and Crediting](#)

Dividends on the account will be compounded every quarter. Dividends will be credited to your account every quarter.

##### [Dividend Period](#)

For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1. If you close your Account before dividends are paid, you will not receive the accrued dividends.

##### [Minimum Balance Requirement](#)

There is no minimum balance requirement for this Account.

##### [Average Daily Balance Computation Method](#)

Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the balance in the Account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

##### [Accrual of Dividends on Noncash Deposits](#)

Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your Account..

##### [Transaction Limitations](#)

No transaction limitations apply to this Account.

##### [Fees and Charges](#)

Please refer to our separate Fee Schedule for additional information about our fees and charges.

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#### Money Market Savings Account

##### [Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors.

##### [Compounding and Crediting](#)

Dividends will be compounded every month. Dividends will be credited to your Account every month.

##### [Dividend Period](#)

For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

##### [Minimum Balance Requirements](#)

The minimum required to open this Account is \$2,000. You must maintain a minimum average daily balance of \$2,000 in your Money Market Savings Account to obtain the disclosed Annual Percentage Yield. Balances under \$2,000 will receive the disclosed APY rate of the Regular Share Savings Account.

#### [Average Daily Balance Computation Method](#)

Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the balance in the Account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

#### [Accrual of Dividends on Noncash Deposits](#)

Dividends will begin to accrue on the business day you a deposit noncash items (for example, checks) to your Account. If you close your Money Market Savings Account before dividends are paid you will not receive the accrued dividends.

#### [Transaction Limitations](#)

During any calendar month, you may not make more than 6 withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a pre-authorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, debit card, or similar order to a third party transfer or telephone order or instruction. No more than 3 of the 6 transfers may be made by check, draft, ATM/debit card, if applicable, or similar order to a third party. If you exceed the transfer limitations set forth above, your Account will be subject to a fee as set forth in our Fee Schedule or closure by the Credit Union.

### **Holiday Club Savings Account**

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#### [Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors.

#### [Compounding and Crediting](#)

Dividends will be compounded quarterly. Dividends will be credited to your account every quarter.

#### [Dividend Period](#)

For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1. If you close your Holiday Club Savings Account before dividends are paid, you will not receive the accrued dividends.

#### [Minimum Balance Requirements](#)

The minimum balance to open this account is \$5. You must maintain a minimum daily balance of \$5 in your account to keep it open. You must maintain a minimum average daily balance of \$5.00 in your Holiday Club Savings Account to obtain the disclosed Annual Percentage Yield.

#### [Average Daily Balance Computation Method](#)

Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the balance in the Account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle. The balance in this Account will be transferred to your Checking Account, if you do not have a checking account funds will be transferred into your Regular Share Savings account between October 1st and November 5th of each year.

#### [Accrual of Dividends on Noncash Deposits](#)

Dividends will begin to accrue on the business day you a deposit noncash items (for example, checks) to your Account.

### **Traditional, and Roth Individual Retirement Accounts and Coverdale Education Savings Accounts**

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#### [Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors.

#### [Compounding and Crediting](#)

Dividends will be compounded quarterly. Dividends will be credited to your account every quarter.

#### [Dividend Period](#)

For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1. If you close your Account before dividends are paid, you will not receive the accrued dividends.

#### [Minimum Balance Requirements](#)

The minimum balance to open this account is \$5. You must maintain a minimum daily balance of \$5 in this account to keep it open. You must maintain a minimum average daily balance of \$5.00 in your Account to obtain the disclosed Annual Percentage Yield.

#### [Average Daily Balance Computation Method](#)

Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the balance in the Account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

#### [Accrual of Dividends on Non Cash Deposits](#)

Dividends will begin to accrue on the business day you make a deposit.

#### [Transaction Limitations](#)

Please refer to the Traditional IRA Custodial Agreement and The Traditional IRA Disclosure Statement or Roth IRA Custodial Agreement and The Roth IRA Disclosure Statement or Coverdale Education Custodial Agreement and The Coverdale Education Savings Disclosure Statement for information regarding transaction limitations on your Traditional or Roth IRA Savings Account or Coverdale Education Savings Account.

#### [Fees and Charges](#)

Please see the list of fees and charges found with this brochure.

### **Traditional, and Roth IRA and Coverdale Education Certificate of Deposit Accounts**

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**[It is advised that you consult with your tax consultant regarding the possible tax implications of investing in an IRA account.](#)**

#### [Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors.

#### [Compounding and Crediting](#)

Dividends will be compounded quarterly. Dividends will be credited to your account every quarter and on the date of maturity.



#### [Dividend Period](#)

For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1. If you close your Account before dividends are paid, you will receive accrued dividends up to the date closed.

#### [Minimum Balance Requirements](#)

The minimum deposit to open this account and be paid dividends is \$500. You must maintain a minimum average daily balance of \$500 to obtain the disclosed annual percentage yield.

#### [Average Daily Balance Computation Method](#)

Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the balance in the Account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

#### [Accrual of Dividends on Noncash Deposits](#)

Dividends will begin to accrue on the business day you a deposit noncash items (for example, checks) to your Account.

#### [Fees and Charges](#)

If you withdraw any principal before the maturity date of the Certificate, you will be assessed a penalty of sixty (60) days of dividends. If necessary, any applicable penalty may be deducted from the principal amount. 60-day penalty waived for IRA owners who must receive a required minimum distribution once a year. The penalty is limited to the interest earned to date on the Certificate. Please refer to the Traditional IRA Custodial Agreement and The Traditional IRA Disclosure Statement or Roth IRA Custodial Agreement and The Roth IRA Disclosure Statement or Coverdale Education IRA Custodial Agreement and The Coverdale Educational IRA Disclosure Statement for additional information regarding penalties and special withholding rules that could apply in the event you withdraw from this account.

#### [Transaction Limitations](#)

After a Certificate is opened, you may not make any deposits into or withdrawals from this Account until the date of maturity. 60-day penalty waived for IRA owners who must receive a required minimum distribution once a year. Please refer to the Traditional IRA Custodial Agreement and The Traditional IRA Disclosure Statement or the Roth IRA Custodial Agreement and The Roth IRA Disclosure Statement or the Coverdale Education IRA Custodial Agreement and The Coverdale Educational IRA Disclosure Statement for information regarding transaction limitations on your Traditional or Roth IRA Certificate or Coverdale Education Certificate of Deposit Account.

No withdrawal of dividends prior to maturity

The annual percentage yield is based on an assumption that dividends will remain in the Account until maturity. A withdrawal will reduce earnings.

#### [Renewal Policy](#)

This Account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the Account at maturity (or within the grace period mentioned below). If you prevent renewal, dividends will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original account. You will have a grace period of ten (10) calendar days to withdraw the funds without being charged a penalty.

### **Certificate of Deposit Account**

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#### [Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors.

#### [Compounding and Crediting](#)

Dividends will be compounded quarterly. Dividends will be credited to your account every quarter and on the date of maturity

**Dividend Period** - Dividends on the account will be compounded and credited the last day of each calendar quarter (March 31, June 30, September 30, and December 31) and on the date of maturity. For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1. If you close your Certificate of Deposit Account before dividends are paid, you will receive accrued dividends up to the date closed.

#### [Minimum Balance Requirements](#)

The minimum deposit to open this account and be paid dividends is \$500. You must maintain a minimum average daily balance of \$500 to obtain the disclosed annual percentage yield.

#### [Earnings Computation Method](#)

We use the average daily balance method is the application of a daily periodic rate to the full amount of principal in the account each day.

#### [Accrual of Dividends on Noncash Deposits](#)

Dividends will begin to accrue on the business day you a deposit noncash items (for example, checks) to your Account.

#### [Transaction Limitations](#)

After a Certificate is opened, you may not make any deposits into or withdrawals from this account until the date of maturity. After a Certificate of Deposit is opened, you may not make withdrawals from this account until the date of maturity.

#### [Fees and Charges](#)

In addition to the list of charges found in this brochure, the following specific fees and charges may be assessed against your Certificate of Deposit: Early Withdrawal Penalties - If you withdraw any principal before the maturity date of the Certificate, you will be assessed a penalty of sixty (60) days of dividends. If necessary, any applicable penalty may be deducted from the principal amount. The penalty is limited to the interest earned to date, on the Certificate of Deposit. Requirements

No withdrawal of dividends prior to maturity

The annual percentage yield is based on an assumption that dividends will remain in the Account until maturity. A withdrawal will reduce earnings.

#### [Renewal Policy](#)

This Account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the Account at maturity (or within the grace period mentioned below). If you prevent renewal, dividends will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original account. You will have a grace period of ten (10) calendar days to withdraw the funds without being charged a penalty.

### **Kids Super Saver Add-on Certificate of Deposit Account**

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#### [Rate Information](#)

The Dividend and the Annual Percentage Yield may change each as determined by the Credit Union's Board of Directors.

#### Compounding and Crediting

Dividends on the account will be compounded and credited the last day of each calendar quarter (March 31, June 30, September 30, and December 31) and on the date of maturity.

#### Dividend Period

For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is April 1. If you close your Account before dividends are paid, you will receive accrued dividends up to the date closed.

#### Minimum Balance Requirements

The minimum deposit to open this account and be paid dividends is \$100. You must maintain a minimum average daily balance of \$100 to obtain the disclosed annual percentage yield.

#### Earnings Computation Method

We use the average daily balance method is the application of a daily periodic rate to the full amount of principal in the account each day.

#### Transaction Limitations

After a Term Share Certificate is opened, you may make deposits into the account. The minimum deposit amount is \$10. There are no restrictions to the number of deposits made. There are no withdrawals allowed until the date of maturity.

#### Fees and Charges

In addition to the list of charges found in this brochure, the following specific fees and charges may be assessed against your Term Share Certificate of Deposit:

**Early Withdrawal Penalties** - If you withdraw any principal before the maturity date of the Term Share Certificate, you will be assessed a penalty of sixty (60) days of dividends. If necessary, any applicable penalty may be deducted from the principal amount.

No withdrawal of Dividends Prior to Maturity

The annual percentage yield is based on an assumption that dividends will remain in the Account until maturity. A withdrawal will reduce earnings.

#### Renewal Policy

This Account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the Account at maturity (or within the grace period mentioned below). If you prevent renewal, dividends will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original account. You will have a grace period of ten (10) calendar days to withdraw the funds without being charged a penalty.

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## Electronic Fund Transfer Agreement and Disclosures

1. **ELECTRONIC FUNDS TRANSFER (EFT) SERVICES AVAILABLE.** Listed below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your Account. Please read this disclosure carefully because it sets forth your rights and obligations for the transactions listed. You should keep this disclosure for future reference. - If approved, you may conduct any one or more of the EFT services offered by the credit union.

**a. ATM Transfers.** You may access your Account(s) by ATM using your ATM Card(s) and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your ATM card to:

- Make deposits.
- Withdraw funds.
- Transfer available funds.
- Obtain balance information.
- Make loan payments.
- Access your Line of Credit account.

The following limitations on the frequency and amount of ATM transactions may apply:

- You may withdraw up to 15 times in any one day. POS transactions are included in the daily limit of 15 withdrawals.
- You may withdraw up to a designated maximum as disclosed at opening of service, not to exceed the available balance in your account • You may purchase up to a designated maximum as disclosed at opening of service, not to exceed the available balance in your account
- You may transfer up to the available balance in your accounts at the time of the transfer.

#### **ATM Options**

- Make deposits.
- Withdraw funds.
- Transfer available funds.
- Obtain balance information.
- Make loan payments.
- Access your Line of Credit account.

**b. Debit Card.** You may access your Checking Account(s) to purchase goods and services in person, online or by phone from participating merchants, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. **The following limitations on the frequency and amount of Debit Card transactions may apply:**

- There is limit of fifteen (15) Debit Card purchases you make per day for signature-based transactions.
- Purchase amounts are limited to the available amount in your account, when done through the VISA/VISA network.
- There is a limit of fifteen (15) Debit Card purchases you make per day for pin based transactions. (See fee schedule).

**Reversing Electronic Fund Transfer.** If an "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 in this EFT Disclosure.

If you phone us, you **MUST** call at the phone number as set forth in 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.

**Currency Conversion and International Transactions.** When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

We charge you a 1% international transaction fee on all international transactions regardless of whether there is a currency conversion. An international transaction is a transaction where the country of the merchant is outside the USA. International transactions include transactions initiated within the USA but processed by a merchant outside of the USA

**Advisory against Illegal Use.** You agree not to use your card(s) for illegal gambling or 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.

- c. **Telephone Teller (Audio Response).** You may access your Account(s) by telephone 24 hours a day at 248-334-0568, using your personal identification number (PIN). You must use your PIN, a touch tone phone and your account number to access your Account(s). At the present time, you may use the Telephone Teller (Audio Response) to:
- Withdraw funds by check.
  - Transfer available funds.
  - Obtain balance information.
  - Make loan payments.
  - Access your Line of Credit account.
  - Determine if a particular item has cleared.
  - Obtain tax information.
  - Obtain deposit information.

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 in any one day. 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 telephone call.

- d. **Electronic Funds Transfers Initiated By Third Parties** - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated 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 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 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 to be accepted into your Checking Account or Savings Account.
- **Preauthorized Debits.** You may make arrangements to pay certain recurring bills from your Checking Account or Savings Account
- **Electronic check or draft 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 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 if the event a check is returned for insufficient available funds
- **Payment posted before scheduled date.** You may at your option and for a fee as disclosed on the fee schedule, ask us to post your transaction early. If the authorized payment is recalled by the initiator, the amount will be returned.
  - **Pay Me Now is available**
    - On the mobile app
    - On Online banking
    - By calling us at 800-552-3468
    - By visiting a branch

- e. **Online Banking.** If we approve Online Banking for you, you may access your Account(s) by computer through the internet by logging into our website at [www.michiganlegacycu.org](http://www.michiganlegacycu.org) and using your Username and Password to:

- Obtain account information
- Balances
- Transfer available history
- Check clearing
- Deposits
- Withdrawals
- Access credit card information
- Transfer funds
- To another account
- To and from loan
- Request check
- Setup recurring transfers
- Setup account alerts
- Pay bills
- Apply for loans
- Order checks
- Send an email
- Change pin
- Access online statement
- Change email address
- Enhanced login security

Online Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. 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.

- There is no limit to the number of inquiries, transfers, or check requests you may make in any one day.
- There is no maximum transfer amount per transaction. No transfer or check request may exceed the available funds in your account.

- f. **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. We will not process any bill payment transfer if the required transaction information is incomplete. You understand that you are in full control of your Account. You agree that, if at any time you decide to discontinue use of bill paying service, you will provide written notification to the Credit Union. In the event that you do not use our bill payment service within 90 calendar days, the Credit Union reserves the right to discontinue this service. You may reapply at any time for use of this service. Your use of the bill paying service constitutes your agreement to these terms and conditions. By your use of the bill payment service, you authorize the Credit Union to post payment transactions generated by Online Bill Pay from the bill payment service to the transaction Account you select. We will withdraw the designated funds from your selected transaction account for bill payment transfer by the designated cut-off time on the date you schedule for payment. Payments may take up to ten (10) business days to reach the payee, and payments will be sent either electronically or by check. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor, and the Credit Union is not liable for any service fees or late charges levied against you.
- There is no limit on the number of bill payments per day.
  - There is no maximum amount of bill payments each day if there are sufficient available funds in your account.

g. **Mobile Banking** - If we approve Mobile Banking for you, you may access your Account(s) through our mobile application, and using your Username and Password to:

- Obtain account information
- Balances
- Transfer available history
- Check clearing
- Deposits
- Withdrawals
- Access credit card information
- Transfer funds
- To another account
- To and from loan
- Request check
- Setup recurring transfers
- Setup account alerts
- Pay bills
- Apply for loans
- Order checks
- Send an email
- Change pin
- Access online statement
- Change email address
- Enhanced login security

Mobile Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. 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.

h. **Other Remote Access Agreements.** In addition to our Online Banking, Online Bill Pay, and Mobile Banking services, this disclosure may be supplemented by other agreements for specific electronic services if you request such services, such as remote deposit services.

2. **TRANSFER LIMITATIONS** - For all savings, Club and Money Market accounts, no more than six (6) preauthorized, automatic, telephone, or Internet transfers and withdrawals may be made from each account to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, your account may be subject to a fee or be closed.
3. **FEES AND CHARGES** - We may charge you fees for electronic fund transfers as set forth in this EFT Disclosure or as set forth in our Fee Schedule. We reserve the right to amend the fees from time to time upon thirty (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. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.
4. **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS** - TELL US AT ONCE if you believe your card and/or any access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account and in any backup Account. If you tell us within 2 business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that 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 periods. **Additional Limit on Liability for Debit Card.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen. Visa Debit Card or Interlink transaction. This additional limit on liability does not apply to transactions which are not processed by VISA or Interlink.

**Contact in the 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 numbers or address:

Michigan Legacy Credit Union  
269 Oak Street  
Wyandotte, MI 48192

Business Days: Monday through Friday, excluding Federal Holidays

Flat Rock 734.379.9125; Garden City 734.458.2800; Highland 248.887.0666; Pontiac 248.334.0568; Warren 586.756.5010; Wyandotte 734.285.0600.

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.

5. **YOUR RIGHT TO RECEIVE DOCUMENTATION** -

- **Periodic Statements.** You will get a monthly account statement from us for your Checking Accounts. You will get a monthly account statement from us for your Accounts that are not Checking Accounts, unless there are no electronic fund transfers in a particular month. In any case, you will receive a statement at least quarterly.
- **Terminal Receipt.** You can get a receipt at the time you make any transfer to or from your Account using automated teller machines (ATMs) or point-of-sale (POS) terminals. Note that receipts may not be available for some small POS transactions.
- **Preauthorized Credits.** If you have arranged to have direct deposit made to your account at least once every sixty (60) days from the same source, you can call us at (321) 690-2328 or (800) 690-2338 (during business hours) to find out whether or not the deposit has been made. This does not apply to transactions occurring outside the United States.

6. **PREAUTHORIZED PAYMENTS - RIGHT TO STOP PAYMENT** - Procedure. **If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:**

Call or write us at the telephone number or address listed in this EFT Disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you a fee as set forth in our Fee Schedule for each stop-payment order you give.

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

7. **CONFIDENTIALITY** - We will disclose information to third parties about your Account or the transfers you make: a. As necessary to complete transfers;
- b. To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;

- c. If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your Account that is necessary to provide you with the requested service(s); d. To comply with government agency or court orders; or
- e. If you give us your written permission.
- 8. BUSINESS DAYS** - Our Business Days are Monday through Friday, excluding holidays. We reserve the right to change our Business Days, hours and the days we are closed. Please check our web site at [www.michiganlegacycu.org](http://www.michiganlegacycu.org) or call 734-285-0600 to see if any changes have been made since this EFT Disclosure was provided to you.
- 9. CREDIT UNION'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 may 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, there is not sufficient available fund in your 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, if any funds in your Accounts necessary to complete the transaction are held subject to legal process or other claim, or if the transaction involves a loan request exceeding your credit limit.
  - If you used your card or access code in an incorrect manner, or after your right to use your card or access code has been cancelled
  - If the ATM where you are making the transfer does not have enough cash.
  - If the ATM was not working properly and you knew about the problem when you started the transfer
  - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction, despite reasonable precautions we have taken
  - If the funds in your Account necessary to complete the transaction are subject to legal process or other claim
  - If funds in your Account 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 electronic transfer is not completed as a result of your negligent use of your card, access code, or any EFT facility for making such transfers
  - If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you knew or should have known about the breakdown when you started the transaction.
  - If a law or regulation prevents us from completing the transaction
  - Any other exceptions as established by the credit union.
- 10. NOTICES** - All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this EFT Disclosure.
- 11. 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. Where required by law, we will give you at least twenty-one (21) days advance written notice. 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.
- 12. ERROR RESOLUTION NOTICE** — In case of errors or questions about your electronic transfers, telephone us at (800) 451-4292, write to us at Michigan Legacy Credit Union, 22855 Gibraltar Rd, Flat Rock Michigan 48134, or email us at [callcenter@michiganlegacycu.org](mailto:callcenter@michiganlegacycu.org), 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 appeared
- Tell us your name and account number (if any).
  - Describe the electronic 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.
  - 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 calendar days. If we ask you to put your complaint or question in writing and we do not receive it within 14 calendar days, we may not re-credit your account.
- We will determine whether an error has 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 in writing within three (3) 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.
- 13. TERMINATION OF EFT SERVICES** - You may terminate any EFT involving one or more cards under this EFT Disclosure at any time by notifying us in writing and stopping your use of your card(s) and any access code. You may terminate this EFT Disclosure in its entirety only by terminating all electronic funds services, meaning we will no longer accept any electronic transaction including, but not limited to, automatic deposits. Upon termination (by either you or us), 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 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 access code for any EFT service. Whether you or the Credit Union terminates this EFT Disclosure, the termination shall not affect your obligations under this EFT Disclosure for any electronic transactions made prior to termination. If this EFT Disclosure is terminated the Credit Union may, to prevent any electronic transactions from occurring, close your Checking Account(s) and restrict all other Accounts to in-office transactions only.
- 14. REGULATORY AUTHORITY** - If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the Department of Insurance and Financial Services (DIFS), P.O. Box 30220, Lansing, Michigan.

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## Wire Transfer Agreement

These are the terms and conditions whenever you request a wire transfer of funds from your Account(s) with us based upon your oral or written request. We will provide wire transfer services as a means to initiate domestic and international transfers to you, subject to the terms of this Agreement, which you agree with by signing your application for membership with us at the time your Account was established.

1. Michigan Legacy Credit Union may establish or change cut-off times for the receipt and processing of funds transfers requests, amendments, or cancellations. Unless other times are posted for various types of funds transfer, the cut-off time will be at 4:00 p.m., on each weekday that the credit union is open which is not a holiday. We are not responsible for the accuracy of a routing number which you supply verbally and which is contained in your wire transfer request. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following funds transfer business day processed accordingly.
2. The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one authorized Person is named, any one of them may issue payment orders on any designated Account.
3. You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial

- institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to us.
4. You agree to examine any statement or confirmation which we send You and to notify Us within 60 days after the mailing date on any statement or confirmation of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the requested time period. You agree that we are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.
  5. We have no obligation to accept or execute any wire transfer request. We will provide You a telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.
  6. If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.
  7. You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective. The credit union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
  8. The credit union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedures, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the credit union in writing that you do not agree to that security procedure. In that event, the credit union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the credit union agree, in writing, on the alternate security procedure.
  9. If you give the credit union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying bank account number, payment may be made by the beneficiary's bank on the basis of the identifying bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the credit union if the funds transfer is completed on the basis of the identification number you provided the credit union.
  10. If you give the credit union payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.
  11. If the credit union receives a fund transfer for you or for other persons authorized to have access to your account, you agree that the credit union is not obligated to provide you with the next-day notice of the receipt for the funds transfer. The credit union will provide you with notification of the receipt of all funds transfers by including such items in the periodic statements, which we provide. You may, of course, inquire between receipts of periodic statements whether or not a specific funds transfer has been received.
  12. We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in your application for membership. If, for any reason, we are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, we may refuse to execute the transfer request. If we do so, we shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which you have agreed to with us. You will notify us immediately if you believe the confidentiality of the security procedures has been compromised and you shall act to prevent the security procedures from being further compromised.
  13. We have no liability of any nature for delays or mistakes, provided we act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom we transmit funds whether such other parties were selected by you or us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour we have established. We will generally use the funds transfer system, but we may use any means and routes that we, in our sole discretion, consider suitable for the transmission of funds.
  14. You agree that we have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount we can transfer from time to time during any business day, provided, however, that we will promptly notify you of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.
  15. We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by you in connection with services offered by us which are subject to this Agreement, regardless of whether we know or should have known such damages might be incurred. We have no responsibility for any attorney fees that you might incur.
  16. We may terminate this Agreement at any time by giving written or oral notice to you. Unless we terminate this Agreement, the Agreement shall remain in effect until we receive written notice of termination from you and have been afforded a reasonable opportunity to act on your termination notice. You may not assign this Agreement to any other party.
  17. This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which we are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which we are chartered.
  18. We may amend this Agreement, from time to time, by sending you a copy of any amendment at least thirty (30) days prior to its effective date. This Agreement may also be amended by a writing signed by you and us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon you or us.
  19. If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

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#### Information Collected from our Web Site

At Michigan Legacy Credit Union, we believe that protecting the safety and privacy of our web site visitors is one of our fundamental responsibilities. The following information will help you understand how we protect the information gathered from our websites: [www.michiganlegacycu.org](http://www.michiganlegacycu.org); Michigan Legacy Credit Union collects information such as:

- User name
- E-mail addresses
- Internet Service Provider address
- Access time and date
- Click streams and failed logon attempts

We collect this information for internal reporting of website statistics and product monitoring to improve services. Information obtained from our web site is kept secure, and access to that information is limited within the credit union to personnel who need to know the information to provide products or services to our members and to properly operate the credit union.

***This information about members and former members is never disclosed to third parties except as permitted or required by law.***

To enhance the personalization and performance of a user's experience and to secure an audit trail for Online Banking transactions, Michigan Legacy Credit Union utilizes "cookies" (very small files that a web site sends to the visitor's browser for record-keeping purposes). Cookies function as identification cards and also record the visitor's preferences. Cookies cannot deliver viruses. Users can set their browsers to deliver a message when a cookie has been sent, allowing them to decide whether to accept or reject it. However, to tailor web site content to our visitor's interests and to complete Online Banking transactions, all cookies must be accepted for Michigan Legacy Credit Union web site use. All of our cookies are temporary, which means they are active only as long as the user's browser is running and are deleted when the session has ended.

#### Web Site Security Measures

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Michigan Legacy Credit Union web site has security measures in place to protect against access, misuse, or alteration of your information. All sensitive transactions use Secure Socket Layer (SSL) encrypted network transmissions. (SSL was created for use in transmitting private information over the Internet and encrypts [converts data into secret code] information exchanged between a web browser and a web server). All online applications within our Online Banking program are housed on a secure web server. Michigan Legacy Credit Union may use feedback from visitors that is received via e-mail from our site to respond to inquiries, comments, or suggestions.

***This information about members and former members is never disclosed to third parties except as permitted or required by law.***

Michigan Legacy Credit Union asks that you do not send confidential information to us via e-mail. E-mail is not necessarily secure against interception. If your communication is sensitive, or includes personal information such as member numbers, credit card numbers, personal identification numbers, social security number, or date of birth, you should contact us by phone or regular mail. Our web site may contain links to other web sites. Michigan Legacy Credit Union is not responsible for the privacy practices of those sites. We encourage all users to read the privacy statement of all linked web sites.

Michigan Legacy Credit Union does not knowingly solicit data from children. We recognize that protecting children's' identities and privacy online is important and the responsibility to do so rests with both the online industry and parents.

If you have any questions regarding the privacy and security of your confidential information, please contact us at 248.334.0568.

