



COMMERCIAL MEMBERSHIP AND ACCOUNT AGREEMENTS

THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, AND WIRE TRANSFER AGREEMENT. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Throughout these Agreements and Disclosures, the references to “we”, “us”, “our” and “Credit Union” mean OUR CREDIT UNION. The words “you” and “your” mean each person and/or commercial entity applying for and/or using any of the services described herein. “Account” means any account or accounts established for you as set forth in these Agreements and Disclosures. The word “card” means any ATM Card or MasterMoney Debit Card issued to you by us and any duplicates or renewals we may issue. Our Audio Response System is hereinafter referred to as “TOPS”, whereas Our Personal Computer Account Access System is hereinafter referred to as “Online Banking” and “E-Check” means any check which you authorize the payee to process electronically. Where appropriate, read singular pronouns in the plural.

OUR CREDIT UNION MEMBERSHIP

To apply for membership with OUR Credit Union, you must complete, sign and return a Commercial Membership Application & Agreement (also referred to as an “application for membership”).

Your signature on your application for membership informs the Credit Union that the business or other entity identified would like to join the Credit Union and that you agree to conform to the terms and conditions of this agreement, as well as the Credit Union’s Bylaws and any amendments. You authorize us to verify your membership qualifications or any other products or services you apply for by reviewing your account, credit and employment history and by obtaining information from third parties, including, but not limited to, credit reporting companies. You also agree that OUR Credit Union may use that information to solicit OUR Credit Union products and services to you based on the information obtained from said third parties.

Credit Union membership is granted to applicants within OUR Credit Union’s common bond as outlined in the Credit Union’s Bylaws.

By signing the application for membership, you acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to your Accounts.

ACCOUNT AGREEMENT

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH OUR CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC FUND TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

USA PATRIOT Act Notice

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the financing of terrorism and opens an account. What this means for you: When you open an account, we will ask for your name (or the name of the person for whom you are opening the account) and other information that will allow us to identify your (or their) existence. We may also ask for personal information about you, other owners of the Account, or any person authorized to use the Account. 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 will also ask to see a driver’s license or other identifying documents.

ACCOUNT OWNERSHIP

Account ownership, and membership in the credit union, is available to the following types of business and other entities:

- **SOLE PROPRIETORSHIP** - A Sole Proprietorship is a business in which one person owns all the assets, owes all the liabilities, and operates in their own personal capacity under a Certificate of Assumed Name.
- **PARTNERSHIP** - A partnership is a voluntary association of two or more persons who jointly own and carry on a business for profit.
- **LIMITED PARTNERSHIP (LP)** - A Limited partnership exists if the partnership consists of one or more persons who control the business and are personally liable for the partnership's debts (general partners), and one or more persons who contribute capital and share profits but who cannot manage that business and are liable only for the amount of their contribution (limited partners).
- **LIMITED LIABILITY PARTNERSHIP (LLP)** - A limited liability partnership exists when a partner is not liable for the negligent act committed by another partner or by an employee not under the partner's supervision.
- **LIMITED LIABILITY COMPANY (LLC)** - A limited liability company is a company statutorily organized under the Michigan Limited Liability Company Act that is characterized by limited liability, management by members or managers, and limitation on ownership transfers.
- **CORPORATION** - A corporation is an entity (usually a business) organized under the Michigan Business Corporations Act having authority under the law to act independently and distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.
- **NON-PROFIT CORPORATION** - A non-profit corporation is a duly organized corporation that does not issue shares of stock as evidence of ownership but instead is owned by its members in accordance with a charter or agreement.
- **UNINCORPORATED NON-PROFIT ASSOCIATION** - An unincorporated non-profit association is a gathering of people for a common purpose that is not a formally organized legal entity separate from the persons who compose it.

SOLE PROPRIETORSHIP ACCOUNTS. If your account is established as a sole proprietorship account, you warrant that you are the sole owner of your business and understand that such accounts will only be opened by the Credit Union if the documentation presented by you to the Credit Union is in a manner acceptable to our underwriting policies. You shall take all action necessary to that in the event of your death, your estate shall release and indemnify the Credit Union for any payment made at the direction of an authorized signer of your account provided the Credit Union has not received actual notice of your death prior to such payment being made. If you are doing business under an assumed name, you represent that you have properly filed all required paperwork as set out in the laws for the state in which you are organized to do business. It is your responsibility to determine and understand any legal effects related to this type of account.

PAYMENT OF ACCOUNTS. Except payees named on any check or other item drawn on your account, such account may only be paid to you and not any director, shareholder, partner or authorized signer as may be applicable.

ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS. If your account is established as an organizational, partnership or corporate account, you will supply us with a separate authorization informing us of the authorized signers for the account and provided any other related documents if we request you to do so and you understand that such accounts will only be opened by the Credit Union if the documentation presented by you to the Credit Union is in a manner acceptable to our underwriting policies. It is your responsibility to determine and understand any legal effects related to this type of account. We require that all partners, owners or organizational members be individually eligible for membership.

AUTHORIZED SIGNERS. If you establish your account with authorized signers, or you subsequently appoint any authorized signers, you understand and agree that the Credit Union will not at any time be liable for the actions of such authorized signers and/or be obligated to ensure that their actions are in accordance with any instructions you have provided to them. Any appointment of an authorized signer, together with any subsequent revocation or change must be in writing and in a form acceptable to us. It is your responsibility to determine any legal effects related to your appointing any authorized signers on your account.

INDEMNITY. You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on our part in connection with these Agreements and Disclosures and/or your failure to abide by its terms. In the event of any claim, we shall provide you with reasonable and timely notice of such claim, and thereafter you shall at your own expense defend, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event you fail to defend and/or indemnify and hold us harmless, then in such instance we shall have full rights to defend, pay or settle said claim on your behalf without notice to you and with full right of recourse against you for all fees, costs, expenses and payments made or agreed to be paid in discharge said claim. You further agree to pay all actual attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

POWER OF ATTORNEY. If you name a person to act as your attorney-in-fact or agent in any way with your account, we are only obligated to deal with such a person if we, in our sole judgment, approve of the form of appointment and the supporting documentation.

DEPOSIT OF ITEMS. You may make deposits to your account using any method available from us, including deposits made in person, by mail or electronic means. 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 fee. You will be liable to us for the amount of any item you deposit which is returned unpaid, and in addition, will be responsible for any of our costs and expenses incurred in the collection of such returned item from you, including actual attorneys' fees. Subject to our Funds Availability Policy, you may not be able to withdraw funds from your account until we have received final settlement for any items deposited. If you make a deposit on a Sunday, a holiday, or after our predetermined cut-off hour on business days, the deposit will be credited to your account as of the next business day.

COLLECTION AND PROCESSING OF ITEMS. In processing items you have deposited for collection, we are only your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method we feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party we use

for the collection of items including responsibility for lost items. If we use a local clearinghouse in the collections of items, you authorize us to do so and to act in accordance with any applicable rules and regulations. We may permit you to withdraw funds from your account before final settlement has been made, however, if final settlement is not made, we have the right to charge your account or otherwise require you to repay such funds. In processing items presented for payment on your account, we may pay such items each business day based solely on the amount of the item presented for payment, subject to the available funds in that account. All of which means that the transactions may not be processed in the order in which they occurred and that you could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

OVERDRAFT PROTECTION. **Overdraft Protection** applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another account, cash advance, or line of credit you may have with us for a fee or finance charge. Please note that cash advances and overdraft lines of credit are subject to credit approval. To the extent permitted by law, you authorize us to transfer funds from other accounts you may have with us in necessary multiples (or in such increments as we may from time to time determine) to your account to cover any overdraft. If you have a line of credit or overdraft privilege with us, transfers will be made either from your line of credit up to your available credit limit and/or your savings account, provided you have enough available funds in that account, and then we may elect to pay such overdraft, depending upon the preference you have indicated to us for clearing any overdraft(s). Any overdrafts may be subject to a transfer fee. You hold us harmless from any and all liability which might otherwise exist if a transfer does not occur.

OVERDRAFTS. Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee (as disclosed in our Schedule of Fees) to pay a transaction. You further understand that payment or any overdrafts will be made in an order of our choosing. You hold us harmless from any and all liability if we do or do not pay an overdraft. If you would like to opt-out, that is, if you would prefer we not pay any share draft/checks that would overdraw your share draft/checking account, you may opt-out by writing to us at the address in this Agreement or by calling us at the telephone number shown in this Agreement and informing us of your intention to opt-out.

We authorize and pay transactions using the available balance in your account. We may place a hold on deposited funds in accordance with our Funds Availability Policy, which will reduce the amount in your available balance. The available balance for checks, ACH items, and recurring debit card transactions is comprised of the ledger balance, less any holds on deposited funds and any debit card holds, plus the amount of any Overdraft Privilege limit and any available Overdraft Protection. If you have not given consent for the authorization and payment of overdrafts caused by ATM and everyday debit card transactions, the available balance for these transactions is the ledger balance, less any holds on deposited funds and any debit card holds, plus any available Overdraft Protection, but does NOT include the Overdraft Privilege Limit. If you have given us your prior consent to authorize and pay overdrafts for ATM and everyday debit card transactions, the Overdraft Privilege Limit is included in the available balance for authorizing and paying these transactions.

We will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed.

If an item is returned because the available balance in your account is not sufficient to cover the item and the item is presented for payment again, we will charge a Return Item (NSF) Fee each time we return the item because it exceeds the available balance in your account. If, on representation of the item, the available balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge an Overdraft Fee

NOTICE OF RECEIPT OF ACH ITEMS. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account and as permitted by law, we are not required to give you next day notice of receipt of an ACH item, and we will not do so. We will continue to notify you of the receipt of payments in the periodic statements we provide to you.

PROVISIONAL PAYMENT (ACH ORIGINATION). Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be

entitled to a refund from the receiver or the amount so credited, and we shall not be deemed to have paid the receiver the amount of such entry.

PROVISIONAL PAYMENT (ACH RECEIPT). Credit given by us to you with respect to any automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry.

CHOICE OF LAW. We may accept payments on your behalf for your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which we are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Michigan as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

EXPENSES. If we incur any costs or expenses (including actual attorneys' fees), you agree to reimburse us for these amounts. You further agree to such reimbursement is without limitation, and may be applied to all situations including those involving any; (a) unpaid returned item; (b) overdrawn account with us; (c) attachment, garnishment or levy against your account; and (d) other situation described in these Agreements and Disclosures and that describes your liability to us.

INACTIVE OR DORMANT ACCOUNTS. Inactive Accounts (Accounts with no withdrawals or deposits within a one-year period) may be subject to an Inactive Account Fee. If no activity occurs in your account within the time period specified by applicable state law, the property in your account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if your account becomes dormant and is therefore subject to escheatment in accordance with applicable state law.

LIEN IMPRESSMENT AND SET-OFF. You agree that we may impress and enforce a statutory lien upon your accounts with us to the extent you owe us any money and we may enforce our right to do so without further notice to you. We have the right to set-off any of your money or property in our possession against any amount you owe us. The right of set-off and our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit you may have with us.

CREDIT REPORTING NOTICE. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your account report.

MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES. You agree to pay us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in our Agreements and Disclosures provided to you when you opened your account. In any case and with proper notice to you, fees, charges, balance requirements and deposit requirements may be changed by us from time to time.

RESTRICTIVE LEGENDS. We are not liable for any consequences resulting from the payment of a share draft/check that contains a restrictive legend or other such limitations (e.g. "void after 90 days", "not valid over \$500" or "Two signatures required") unless we have previously agreed in writing, to the restrictions and/or limitations.

SUSPENSIONS OF SERVICES. We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At our discretion, we also have the right to pay any share draft/check presented for payment from 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 primary share account 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; (f) caused a financial loss to the Credit Union; or (g) committed fraud or any other misdeed against the credit union or against a person on the premises of the credit union.

ASSIGNABILITY. You may not assign or transfer any interest in your account.

AGREEMENTS AND DISCLOSURES. The Agreements and Disclosures provided to you at the time you opened your account and referred to throughout this Agreement contain: (a) a list of fees and charges applicable to your account; (b) the dividends are credited or compounded; and (d) other pertinent information related to your account. Your Agreements and Disclosures may be amended by us from time to time in a manner as prescribed by law.

STOP PAYMENTS. Any person who is an authorized signer on your account may ask us orally to stop payment on a share draft/check. For any such request to remain valid, however, you must also supply us with a written request within 14 days after you make any such oral request. Your request must be given to us in a timely manner so that we have a reasonable opportunity to act on your request. A written stop payment request is effective for six months. If at the end of six months, you request us to continue to the stop payment order, that request will be treated as a new request. We are not liable if we pay a share draft/check which you have requested us to stop payment on as long as we act in good faith and exercise ordinary care.

In any event, any damages that we might otherwise be liable for shall not exceed the amount of the involved share draft/check. If we do pay a share draft/check for which you have requested stop payment and as a result any other item is returned unpaid by us due to nonsufficient funds, we are not liable for any consequences resulting from such action. If your account is a joint account, any owner of the account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If you ask us to stop payment on a pre-authorized transfer, your request will be processed under the provisions of our Electronic Fund Transfer Agreement with you. Stop payment requests are also subject to the terms and conditions of the order for stop payment form related to any such request.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, TELLER'S, OR CORPORATE CHECKS. Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's, teller or corporate check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration of your loss with the respect to the check (form supplied by us). Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or the date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninety first day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day of your claim is enforceable, we become obligated to pay you the amount of the check. We will issue you another check.

At our option, we may pay you the amount of the check before you claim becomes enforceable. However, we will require you to agree to indemnify us from any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

SHARE DRAFTS/CHECKS AND OTHER ACCOUNT ACCESS DEVICES. Any share draft/check or other account access device which does not meet our standards for acceptance may be rejected by us, whether such standards are established by law, regulation or our own policy.

POSTDATED, STALE OR OVERDRAFT SHARE DRAFTS/CHECKS. You understand that postdating a share draft/check will have no effect on whether or not it is honored prior to or after the date of any such share draft/check. A stale share draft/check is any share draft/check received by us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft/check, or other item presented for payment on your account without any liability.

SHARE DRAFT/CHECK SAFEKEEPING. Share draft/check safekeeping is automatic on your account and your cancelled share drafts/checks will not be returned to you. You understand that cancelled share drafts/checks retained by us are later destroyed after a reasonable period of time. If you subsequently request a copy of a share draft/check and we are unable to supply it, then we shall not be liable for any damage you may sustain in excess of the face amount of the involved share draft/check.

PERIODIC STATEMENTS. You will be provided with a periodic statement showing activity on your account. If you believe any statement reflects discrepancies, you must notify us of such discrepancies within 60 days from the date we mailed the statement to you. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of our Electronic Transfer Agreement and you will control resolution of the matter. Failure to notify us of any discrepancies within 60 days from the date we mailed the statement to you may result in your failure to receive credit to your account for altered or unauthorized drafts.

AMENDMENTS. This Agreement may be amended by us at any time, in which case we will provide you with a notice of amendment as required by law or regulation.

NOTIFICATION OF ADDRESS CHANGE. You will notify us promptly in writing with your signature if you move or otherwise have a change of address. 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.

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.

PROHIBITED INTERNET GAMBLING TRANSACTIONS. All transactions in connection with the participation of another person in unlawful internet gambling are prohibited from being processed through your account. Such transactions include those involving the use of: (a) credit, or proceeds of credit, extended to or on behalf of another person (including credit extended through the use of a credit card); or (b) electronic fund transfers, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of another person; or (c) any check, draft, or similar instrument that is drawn by or on behalf of another person and is drawn on or payable at or through any financial institution.

GOVERNING LAW. This agreement shall be governed by the laws of the State of Michigan, except to the extent that federal law controls.

GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

Member in Good Standing. The account services described in these Agreements and Disclosures are available to those members in good standing with the credit union. We reserve the right to suspend services to a member who is not in good standing, which includes members that have:

- a delinquent loan.
- a Primary Share Account balance below the \$5.00 minimum.
- an unresolved deposited returned check.
- unpaid and uncollected credit union fees.
- a negative balance on an account.
- caused a financial loss to the Credit Union.
- committed fraud or any other misdeed against the credit union or against a person on the premises of the credit union.

NonSufficient Funds Returns. Any share draft/check or pre-authorized transfer, or transactions made through the use of your ATM or Debit Card, or other electronic means, as applicable (including any in-person transaction), that is presented to us for payment on your account when your account lacks sufficient collected funds to pay any such item may, at our option, be returned for nonsufficient funds or we may honor any such item and charge you a fee for doing so.

Additional Transaction Limitations. For all accounts (except share draft/checking accounts) during any calendar month, you may not make more than six withdrawals from or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. If you exceed these limitations, your account may be subject to closure by the credit union.

The credit union reserves the right to require a member intending to make a withdrawal to give written notice to such intent not less than 7 days and up to 60 days before any such withdrawal.

Compounding and Crediting. For all dividend-bearing accounts, dividends will be earned daily for each day on which your balance exceeds the minimum daily requirement for your account. For all dividend-bearing accounts, the dividend period is monthly and dividends will be compounded and credited to your account monthly. You will not be paid any dividends that have accrued but have not yet been credited at the time you close your account.

Balance Computation Method. For all dividend-bearing accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in your account each day.

Accrual on Noncash Deposits. For all dividend-bearing accounts, dividends will begin to accrue on the business day that you place noncash items (e.g. checks) into your account.

Fees and Charges. Any fees and charges applicable to your account are disclosed separately in the "Schedule of Fees" provided in conjunction with these Agreements and Disclosures.

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY DISCLOSURES AS REQUIRED BY THE MICHIGAN ELECTRONIC TRANSFERS ACT (MCL 488.1 et seq) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE (ATM) CARD AND MASTERCARD DEBIT CARD, OUR AUDIO RESPONSE SYSTEM (“TOPS”), OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEMS (“ONLINE BANKING”), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY (“E-CHECK”).

You understand and acknowledge that some of the services referenced below may require approval prior to the credit union authorizing their use. Approval for such use may require review of the organization and signatory credit histories and standing in the Credit Union. If you have applied to receive an ATM/Debit Card or other electronic fund transfer services, you hereby request that the Credit Union provide you with electronic fund transfer services that are authorized by the individuals you have designated as authorized users on the accounts established by and for your business entity at the Credit Union, and the following provisions apply.

The Credit Union offers you various electronic fund transfer services, made possible by our advanced electronic data processing system. We may also provide plastic Automated Teller Machine (ATM) Cards or MasterCard Debit Cards (which are referred to throughout this agreement as “ATM/Debit Cards” or simply “Cards”) to various non-natural person members. Your use of the ATM/Debit card, or your use of any of your accounts to conduct electronic fund transfers is subject to the terms and conditions contained in this agreement, to the terms and conditions applicable to any account for which an electronic fund transfer services is obtained, and to the rules and regulations of the credit union governing all or any such accounts.

Any ATM/Debit card and personal identification number (“ATM/Debit PIN”) issued for your business entity remains the property of the Credit Union and the Credit Union may terminate your right to use the ATM/Debit card and PIN, at any time. Upon our demand, you agree to return the ATM/Debit card to the Credit Union. All privileges available through the use of an ATM/Debit card shall terminate upon the expiration date to be determined by the Credit Union.

The terms and conditions set forth in this agreement are binding on you and on us as to the making of any electronic fund transfer in the following cases:

- If you use the account(s) referred to in this agreement after receipt of this agreement.
- If you already have an ATM/Debit Card and PIN provided by us and you use them to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it together with an ATM/Debit Card, to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make transactions through our Online Banking Personal Computer Account Access System.

In any such case, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions in this agreement.

Although your account(s) may be subject to electronic fund transfers, and in that regard are subject to the terms and conditions of this agreement, you may continue to use those accounts(s) to the same extent and in the same manner that you have in the past, insofar as “over-the-counter” and other non-electronic fund transfer transactions are concerned.

Accounts Affected. Each of the following types of accounts in the credit union can be subject to some kind of electronic fund transfer service:

- Regular share Account
- Share Draft / Checking Account

Types of Electronic Fund Transfer Transactions. At the present time, you can authorize the following types of electronic fund transfers to or from your accounts:

- **Transfers TO your account(s) (credits):**
 - o Direct deposit of various governmental benefits.
 - o Deposits from any third party through the facilities of the The Clearing House (of which we are a member).
 - o Automatic transfers to your account(s) from another person's account with us.
 - o Transfers to your accounts through our Online Banking Personal Computer Account Access System
 - o Transfers to your accounts through our TOPS Audio Response System

- **Transfers FROM your account(s) (debits):**
 - o Except as provided below in the Excluded Transactions section, payments you have authorized to be made to third parties (such as mortgage payments, insurance premiums and utility bills), as well as other types of payments to third parties, through the facilities of The Clearing House.
 - o Automatic transfers from your account(s) to make payments on another person's or business entity's loan owing to us.
 - o E-check Transactions. You may authorize a merchant or other payee to make a one-time electronic payment from your Share Draft /Checking Account using information from your share draft / check ("E-Check") to: (a) pay for purchases; or (b) pay bills.
 - o Transfers from your accounts through our Online Banking Personal Computer Account Access System
 - o Transfers from your accounts through our TOPS Audio Response System

- **AUTOMATED TELLER MACHINE (ATM) Transactions:**
 - o If you have an ATM/Debit Card, along with a PIN, you can use it to make any or all of the following transactions at an Automated Teller Machine.
 - Deposits to your Share Draft / Checking or Regular Share accounts;
 - Cash withdrawals from your Share Draft / Checking or Regular Share accounts up to your authorized limit;
 - Transfers (non-cash) from your Share Draft / Checking to your Regular Share account or from your Regular Share Account to your Share Draft / Checking account (some networks may not allow all transaction types);
 - Balance inquiries on your Share Draft / Checking, Regular Share or loan accounts.

- **POINT OF SALE Transactions:**
 - o Your Card may be used to purchase goods or services from merchants who have arranged to accept an ATM Card or a MasterCard Debit Card as a means of payment. If you have a Debit Card, it may be used to purchase goods and services from any merchant displaying a MasterCard logo. These merchants are collectively referred to as "Participating Merchants" and will display a logo or other symbol that identifies them as a merchant who will accept your Card. Purchases made with your Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your Share Draft / Checking account to be debited for the amount of the purchase. Only Share Draft / Checking accounts may be used in connection with POS transactions performed with your Card.

- **Additional Online Banking Transactions:**
 - o You may also use Online Banking in conjunction with your Access Code and a personal computer for the following services; (a) authorize the credit union to issue payments in amounts up to \$25,000.00 on your behalf, except to the extent that such payments are for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside the United States of America; and (b) check status of payments previously authorized through the bill payment service. In order to use the bill payment service for such transactions, you must have a share draft / checking account with us. By completing an online bill payment transaction using the bill payment service, you authorize us to post any such payments to your share draft / checking account. Bill payment service payments will be made by check or electronic transfer and may take as long as 10 business days from the date requested to be sent to the payees. The credit union cannot guarantee the time any payment will reach any of your payees and accepts no liability for any service fees or late charges levied against you. Payments requested to be sent on dates that do not exist in a given month (i.e. February 30th or April 31st), or fall on Saturdays, Sundays, Federal Reserve Bank and other credit union observed holidays will be sent on the next business day.

Excluded Transactions. We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this part of the Agreement. For example, automatic transfers from your account(s) to pay your loan(s) owing to us and automatic transfers between your own asset accounts in the credit union. Nor does any transfer of funds through Fedwire or through a similar wire transfer system (such as the Automated Clearinghouse (ACH) System) that is used primarily for transfers between businesses, such as an ACH that is posted to your account with a corporate-to-corporate Standard Entry Class Code, constitute an "electronic fund transfer" for purposes of this disclosure. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described above; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in this Agreement.

Issuance of Personal Identification Numbers and Access Codes. You will be issued separate Personal Identification Numbers (PINs) to be used in conjunction with ATM Card and MasterCard Debit Card transactions and separate Access Codes to be used in conjunction with TOPS and Online Banking transactions. Your use of your PIN or Access Code is your authorization to us to withdraw funds from your share account or your share draft/checking account to cover such transactions.

Limitations on Transactions. There are no limitations on the number or dollar amount of deposits or payment transactions you may make at any ATM during its 24-hour operating cycle. However, to protect against possible losses, your card will not allow you to withdraw more than \$750.00 cash from an ATM during such a 24-hour cycle while our system is on-line -- of course, not in excess of the verified balance of the account(s) -- and \$310.00 while our system is off-line, reduced by the amount of any cash withdrawn during the "on-line" part of the cycle. POS withdrawals involving your signature are subject to a maximum daily amount (share, line of credit and share draft combined) or not more than \$3,000 (at your option as low as \$50.00 per day), provided you have enough money in your accounts. For security reasons, there are limits on the number of transfers you can make using our MasterCard Debit Card service. Different ATMs dispense cash in differing multiples and minimum amounts depending on the brand of the machine. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance when we do.

As to transactions other than those made at an ATM, there are no limitations as to how often you can make "electronic fund transfers" described above. Nor are there generally any restrictions as to the dollar amount of any one "electronic fund transfer". We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so.

Fees and Charges. There are certain charges for electronic funds transfer services, and you hereby agree to pay them. We may deduct such fees and charges directly from any of your accounts. From time to time, the fees and charges may be changed. We will notify you of any changes as required by applicable law. Refer to our Fee Schedule and Charges for current information as to those fees and charges.

Minimum Balance Requirements. You must always maintain a minimum of \$5.00 in a Regular Share account to be entitled to make electronic fund transfers affecting your account(s). PINs for use with ATM/Debit Cards will not be issued to members whose loan payments to us are delinquent or whose accounts are otherwise not in good standing.

Evidence of Electronic Fund Transfers. An electronic fund transfer made by you will be evidenced by a receipt provided to you at the time of any electronic fund transfer at the time you make such transfer to or from your account using an ATM or through a POS transaction. In addition, you will get a monthly statement for each account accessible via electronic fund transfer, unless there are no such transactions for a particular month. In any case, you will get a statement at least quarterly. All such receipts and statements will be admissible as evidence of the withdrawal, deposit or other transaction they represent in any action in a court of law.

Error Resolution. If you notify us orally or in writing, within 60 days after receipt of a statement, that an electronic fund transfer error affecting your account(s) has occurred, we will investigate the alleged error and report the results of the investigation to you within 10 business days.

We will have no duty to investigate any such error unless you notify us by calling us at: **248-549-3838**
or by writing us at:

OUR Credit Union
3070 Normandy Road
Royal Oak, MI 48073

during business hours, nor, in the event you provide us with oral notification, will we be required to investigate any such error unless you provide us with written notification of that alleged error within 14 calendar days following oral notification on a form we will provide to you for that purpose.

Our report to you shall do either of the following:

- Provisionally correct the amount in question and provide you with written notification of the correction and, if the correction is not in the exact amount of the alleged error, provide you with a written explanation of any difference between the alleged error and correction made. In the event we make a provisional correction to your account, we may charge back the corrected amount to your account 15 days after providing notification and an explanation of the charge-back to you. A provisional correction shall become final not later than 60 days after the day it is made. A provisional correction shall be accompanied by a notice explaining to you that the amount of the correction may be charged back to your account within 60 days.
- Provide you with a written explanation, stating the reason we believe the statement is correct.

For purposes of this section, an electronic fund transfer error consists of:

- An unauthorized electronic fund transfer;
- An incorrect electronic fund transfer from or to your deposit account; or
- The omission of an electronic fund transfer affecting your account.

An error does not include any electronic fund transfer made by a person who was furnished an access device or who was otherwise authorized to make electronic fund transfers, unless you notified us that transfers by that person were no longer authorized, nor does an error include any electronic fund transfer made with fraudulent intent by you or any person acting in concert with you. In addition, an error does not include a transfer of funds, though electronic in nature, that is excluded from the definition of "electronic fund transfer" (see "Excluded Transactions" above).

When we receive a notice of error as described above, we will not place a hold on the funds in the account which are in excess of the amount in dispute. If we close the account in which the disputed funds are held, we will provide the report to the customer required above. This section shall not be construed or interpreted to prohibit us from placing a hold on any account as permitted by law or contract.

If the correction of an error relating to an electronic fund transaction in an account of yours results in a credit to the account, we will additionally credit the account with interest which would have been due to you if there had not been an error.

Your Liability. You shall not be liable for an unauthorized use of your account through an electronic fund transfer unless we can prove, without benefit of inference or presumption, that your negligence substantially contributed to the unauthorized use and that we exercised reasonable care to prevent the loss. As used in this section your negligence means only the following:

- Writing the PIN on the card or other means of affording access;
- Keeping the PIN with the card or other means of affording access;
- Voluntarily permitting the account accessing device, including the PIN and the card, to come into the possession of a person who makes or causes to be made an unauthorized use.

If you fail to notify us of an unauthorized use within 30 days after the receipt of a statement containing an unauthorized use, you shall be liable for any subsequent unauthorized use that could have been prevented by timely notification.

You shall not be liable for further unauthorized use of your account by electronic fund transfer after you have reported that the means of access to the account has been lost or that the security of the PIN has been violated or otherwise compromised.

Special Liability Protection Rules for MasterCard Debit Card. Unless you have failed to use reasonable care to safeguard your Debit Card from risk of loss or theft, or you have reported two or more incidents of unauthorized use to us in the 12 months immediately preceding any report of unauthorized use, or your account is not in good standing, you will not be liable for any unauthorized transactions made with your lost or stolen MasterCard Debit Card, when used for point-of-sale transactions (excluding transactions performed at an ATM). If your card was lost because you failed to use reasonable care to safeguard the card from the risk of loss or theft, or if you have reported two or more incidents of unauthorized use to us in the 12 months immediately preceding any report of unauthorized use, or if your account is not in good standing, these special rules do not apply, and your liability for the unauthorized use of your MasterCard Debit Card is addressed above.

Regulatory Authority. This section of the Agreement and the electronic fund transfer services provided hereunder are governed by Michigan law. You may notify the Department of Insurance and Financial Services division of the State of Michigan Department of Licensing and Regulatory Affairs of any violation of law at:

State of Michigan
Department of Insurance and Financial Services
Box 30224
Lansing, MI 48909

Other Terms and Conditions:

Secrecy of PIN. If we have issued a PIN, you agree to keep that PIN secret, and you also agree that you will not write any PIN on your ATM/Debit Card or on any item you keep with such card.

Ownership. Your card and/or any other account access device will remain our property and may be cancelled or its use restricted by us at any time without notice. You agree to surrender it and to discontinue its use immediately upon our request. You will be required to return any account access devices to us immediately upon the closing of your account.

Responsibility for Overdraft. If you obtain any electronic fund transfer service that results in a shortage in any share account, the overdrawn amount is due and payable the moment you receive credit for the electronic fund transfer, and you agree to pay the full amount of it to us, together with an overdrawn account charge as set forth in the Rates and Fees Schedule. You also authorize us, in such a case, to apply from any other shares or deposits you may have in the credit union any amount necessary to pay such overdraft and fees. If the overdraft is created in your Share Draft / Checking Account, (1) a transfer will be made from your other share account(s) to cover the overdraft, in accordance with your share draft account agreement with us, or (2) if you have an overdraft line of credit, an advance on your line of credit will be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according to (1) or (2) of this paragraph, or if you have no overdraft protection for your Share Draft / Checking Account, then such overdraft will be paid to us as provided in the first sentence of this section.

Crediting of Deposits and Payments. Deposits or payments made in an ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments to share, share draft or loan accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.

Unauthorized Transfers. To report a lost or stolen Card, PIN, Access Code or any combination thereof, you will call us at the telephone number shown in this Agreement or write us at the address shown in this Agreement. 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 share draft/check without your permission.

Illegal Use of a Card or Other EFT Service. You understand and agree that electronic fund transfer services, including but not limited to use of an ATM/Debit Card, may not be used for any illegal transaction. You further understand and agree that illegal use of an electronic fund transfer service will be deemed an action of default and/or breach of contract, and as a result your account and other related services may be terminated at the discretion of the Credit Union. You further agree, should illegal use occur, to waive any right to sue the Credit Union for such illegal use or any activity directly or indirectly related to it, and, additionally, to indemnify and hold the Credit Union harmless from any suits or other legal action or liability directly or indirectly resulting from such illegal use.

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

Foreign Transactions. For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the MasterCard itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance you will be charged 8/10th of 1.00% calculated on the final settlement amount for transactions that are initiated in foreign countries, and if your transaction is also initiated in a foreign currency you will be charged an additional 2/10th of 1.00% calculated on the final converted settlement amount.

Warranty. Except where expressly contained herein, the Credit Union makes no warranties, expressed or implied, pertaining to the use of any electronic fund transfer services.

Business Use Only; Indemnification. You agree that this section of the Agreement contemplates the use of electronic fund transfer services for business purposes only, and you agree that you will not use any of the electronic fund transfer services provided under this agreement for individual personal consumer use. You agree to hold the Credit Union harmless from all damages, including incidental and consequential damages suffered by you as a result of your breach of this agreement.

Business Days. For purposes of this agreement, every day is a business day except Sundays and holidays.

Termination. We may terminate your right to use your Card, PIN or Access Code or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

Change in Terms. You agree that this section of the Agreement is subject to changes in terms at any time. When we change any terms of this agreement, we will provide you written notice of such changes when required by law or regulation to do so. You agree that your continued use of electronic fund transfer services following such notice of change indicates your acceptance of those changed terms.

**CONSENT TO RECEIVE ELECTRONIC
DOCUMENTATION**

THIS IS YOUR CONSENT TO RECEIVE ELECTRONIC DOCUMENTATION AND CONTAINS IMPORTANT INFORMATION CONCERNING THE RECEIPT OF DOCUMENTATION ELECTRONICALLY. PLEASE BE CERTAIN TO READ THIS CONSENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

As permitted by law, you hereby authorize us to electronically provide you and all documentation (agreements, disclosures, notices, statements, and the like) related to our various products and services that you may from time to time request and/or use. The electronic transmission of such documentation may be conducted in a variety of means such as (a) an electronic message ("e-mail") sent to you at the e-mail address specified by you (and/or any other address specified by you); (b) your active retrieval via the internet by any internet access means from a specific internet location (identified by us in an e-mail message sent to you by the credit union); and/or (c) any other means of electronically providing such documentation. You understand and agree that your consent will remain in effect until and unless withdrawn by you either in an electronic message sent by you to us or by written request for withdrawal of your consent sent by you to the credit union. Your withdrawal of consent to receive documentation in this manner will take effect within a reasonable time period following the receipt of your request. This authorization does not affect your right to receive such documentation on paper or in a non-electronic form and you may at any time request that any electronically provided documentation be provided in a paper or non-electronic form. You agree to immediately provide us updated contact information in the event that your e-mail address (or any other means you have provided us to contact you) becomes unusable or inaccurate for any reason, and you agree to hold the credit union harmless in the event that you do not receive any required statement or other notice as a result of your failure to notify the credit union of a change in your e-mail address.

A description of the current means used to provide electronic documentation along with current hardware and software requirements to receive such documentation is provided to you below. You will be provided updated information in the event that we change these methods and/or hardware/software requirements.

To receive electronic records, you understand that the use of a device such as a personal computer ("PC") or personal digit assistant ("PDA") that has graphical user interface, or "browser", capable of accessing and viewing electronic communications reasonably expected to reside on and transmit within the internet will be required. Additionally, various software, such as that which can view an electronic file in a portable document file ("PDF") format may be required to view certain electronic communications. Our system is currently designed to operate using world wide web technologies and protocols which are adaptable to a wide variety of end user systems. More specifically, our system uses SSL encryption and requires a browser with an appropriate Root CA Security Certificate and uses 40-128 bit encryption, depending upon the specific browser being used to access the system. Some browsers may require an update to their security certificate to properly access the system.

FUNDS AVAILABILITY POLICY DISCLOSURE

THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR TRANSACTION ACCOUNTS AT OUR CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.

General Policy. Our general policy is to make funds from your deposits available to you on the same business day we receive your deposit. Electronic direct deposits will be available on the same day of deposit. Once they are available, you can withdraw the funds and we will use the funds to pay share drafts/checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal holidays. If you make a deposit prior to 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 that we are not open, we will consider the deposit made on the next business day we are open.

Longer Delays May Apply. In some cases, we will not make all of the funds available to you on the same business day we receive your deposit. Depending on the type of check deposited, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the same business day we receive your deposit, we will notify you at the time of your deposit and tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to place a hold after you have left the premises, we will mail the notice to you the day after we receive your deposit. If you need access to your deposited funds right away, you should ask us at the time of your deposit when the funds will be available. In addition, funds you deposit by check may be delayed up to seven business days after the day of the deposit under the following circumstances:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six 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 we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposits.

In any case, we reserve the right to refuse an item for deposit or encashment.

ATM deposits. For deposits made at Automated Teller Machines (ATMs) owned and operated by the credit union, deposits subject to delayed availability will become available for withdrawal on the 2nd business day after the day of deposit. If you make such a deposit prior to 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 that we are not open, we will consider the deposit made on the next business day we are open. For deposits made at Automated Teller Machines (ATMs) not owned and operated by the credit union, deposits subject to delayed availability will become available for withdrawal on the 5th business day after the day of deposit.

Holds on Other Funds. If we cash a check for you that is drawn on another institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available to you at the time that the funds from the check we cashed for you would have been available if you had deposited it. If we accept for deposit a check that is drawn on another institution, we may make funds from the deposit available for withdrawal 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 policy for the type of check that you deposited.

Location of Check Endorsements. Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind our address. You will be responsible for any costs incurred by us due to delays in returning checks deposited into your account that do not comply with the endorsement standards.

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 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 same business day we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the 9th 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 will not be available until the 2nd business day after the day of your deposit. Funds from all other check deposits will be available on the 3rd business day after the day of your deposit.

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 WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREE TO BY SIGNING THE WIRE TRANSFER AGREEMENT AT THE TIME OF YOUR WIRE TRANSFER REQUEST.

1. Scope of the Agreement - This Agreement applies to Wire Transfers made from consumer or business accounts. This Agreement does not apply to any fund transfers covered by our ACH Agreement.
2. Acceptance of Wire Transfers – We may, in our sole discretion, decline to process any Wire Transfer without cause and without prior notice. If we decline to process a Wire Transfer, we may notify you by any means, including orally, by email or in writing. We will not process wires with incomplete required information fields.
3. Security Procedures – You agree that we may verify the authentic of the Wire Transfer, or communications cancelling or amending any such Wire Transfer, by following our security procedures, which include signature verification and positive identification by at least one photo identification and one other piece of identification and telephone call back procedures. You agree that any Wire Transfer issued to us in your name is effective as your Wire Transfer, whether or not authorized by you, if we act in compliance with our security procedures. If we are unable to verify the authenticity of your Wire Transfer, pursuant to our security procedures we may decline to process your Wire Transfer Order.
4. Cutoff Times; Cancelling or Amending a Wire Transfer – Our cutoff time for receiving a Domestic Wire Transfer is 3:00 pm EST on business days (Monday-Friday) that are not a Federal Holiday. This time is subject to change without notice. Wire Transfers received after the cutoff time may not be sent until the next business day. Once a Wire Transfer has been sent, it cannot be cancelled or amended. If we receive a cancellation or amendment request, prior to the wire being sent, we will act upon it. All cancellation or amendment requests, may be made by phone, must be followed by a written request. You agree to hold us harmless for any losses or expense related to cancellation or amendment of Wire Transfers, including any charges or expenses incurred.
5. Inconsistency of Name & Identifying Numbers – We and any other institution can rely upon any identifying number given to us in connection with any Wire Transfer, even if the number identifies a person different than the name beneficiary or a financial institution different from the named financial institution. Neither we nor any other institution has a duty to determine whether an identifying number given matches the intended beneficiary or the named financial institution.
6. Errors – You agree to review all account statements and other documentation of your Wire Transfer promptly and report any error or discrepancies to us in accordance with the time limits set forth in the Statement section of your Account Agreement.
7. Liability – We will not be liable if we have acted in accordance with the instructions in connection with the Wire Transfer request. In no event, however, will we be liable for any special, indirect, or consequential damages (including lost profits) of any kind unless the law requires a different standard. We are not required to pay interest on any amount we may owe to you due to an unauthorized Wire Transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth in the Statement section of your Account Agreement.
8. Charges – We may charge your account for the amount of any Wire Transfer initiated by you plus applicable fees and expenses as stated in your Account Agreement.
9. Force Majeure – We will not be liable for a failure to execute a Wire Transfer according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.
10. General – You agree that only our wire transfer forms, methods, and procedures maybe utilized. You also agree that in the event of an error, we may correct any such error without prior approval or notice to you.

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