



## COMMERCIAL MEMBERSHIP AND ACCOUNT AGREEMENTS

THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY ACCOUNT DISCLOSURES, ELETRONIC 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.

### 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.**

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 “iTalk”, 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.

**ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS.** If your account is established as an organizational, partnership or corporate account, you must 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 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.** Unless it has contracted to the contrary, the Credit Union is under no obligation to honor a power of attorney. However, the Credit Union may choose to do so at its discretion. It will generally honor a power of attorney if the original document has been first presented to the Credit Union by the account owner (Principal) involved and the Credit Union finds it to be in satisfactory form. Exceptions to presentation by the Principal will only be made in extenuating circumstances (such as military service) and will generally either require a representation by the attorney for the Principal of the document's continuing validity or certification by appropriate medical personnel. The Credit Union must identify the attorney-in-fact pursuant to the requirements of the USA PATRIOT Act in all cases before the agent will be allowed to use the power of attorney. The Credit Union may impose additional requirements from time to time at its sole discretion.

**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. 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 law and regulations. If we feel there is a reason, we may refuse, limit or return any deposit. We specifically reserve the right to refuse to accept checks for any purpose that have more than one endorsement; However, we generally will not refuse to accept such a deposit if all of the endorsers 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. 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.

**Your Liability For Overdrafts. Please review this information carefully. If you do not understand any provision of this section, or if you have any questions, please contact us at 248.549.3838, or visit any branch location.**

#### **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 item 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

**3. What Happens if the Credit Union Pays the Item?** If you overdraw your account and we pay the item, we may do so in one of two ways:

- through standard overdraft practices that come with your account, which we call "Overdraft Tolerance"; 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 transactions 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 "Your Liability for Overdrafts" section describes only our Overdraft Tolerance 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 Overdraft Tolerance 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. Among other things, you should keep a running balance that reflects all of your transactions. **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 have 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 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 a 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 an 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 your 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 days for certain transactions).

**5. Your Available Balance and Debit Card Transactions.** 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 a debit transaction, the amount of the transaction is subject to a preauthorization hold. This means that the amount of the transaction is subtracted from your actual balance.

For debit card transactions involving merchant authorization holds, we look at the available balance at the time a transaction is authorized 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, we may choose to approve the authorization request. If we choose to authorize the transaction using Overdraft Tolerance, we will charge an Overdraft Tolerance Fee on that transaction when it posts, even if the available balance in the account is sufficient to cover the transaction at the time of posting. If the transaction was *authorized* on an insufficient available balance, you will incur an Overdraft Tolerance fee.
- 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. We will not charge you're an Overdraft Tolerance Fee on that transaction when it posts, even if the available balance in the account is *insufficient* to cover the transaction when it posts. As long as your available balance was sufficient to cover the transaction at the time of authorization, you will not incur an Overdraft Tolerance Fee.

#### **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 – Overdraft Tolerance 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 Overdraft Tolerance, we will charge you an Overdraft Tolerance 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 Overdraft Tolerance 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 Overdraft Tolerance, there are circumstances wherein you will be charged both an Overdraft Transfer Fee and a Overdraft Tolerance 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 a 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 of 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 a 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 amount order, from the lowest amount to the highest amount;
- ACH items in each presentment file post credits first in the order presented, then debits in amount order from the lowest amount to the highest amount (we typically receive up to four 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 Overdraft Tolerance, 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 Overdraft Tolerance 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) call us at 248.549.3838; (2) visit any branch and speak with a Representative; or (3) mail a request to OUR Credit Union, 3070 Normandy Rd, Royal Oak, MI 48073.

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 Overdraft Tolerance, 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 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 Overdraft Tolerance Service or returned, and Overdraft Transfer Fees, Overdraft Tolerance 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 Overdraft Tolerance 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 Overdraft Tolerance, we may elect to transfer the \$10 in your linked savings account and pay the remaining portion of the item using Overdraft Tolerance. In such case, you will be assessed **both** an Overdraft Transfer Fee **and** an Overdraft Tolerance Fee.

However, because Overdraft Tolerance 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) call us at 248.549.3838; (2) visit any branch and speak with a Representative; or (3) mail notice of your decision to decline the Overdraft Transfer Service to OUR Credit Union, 3070 Normandy Rd, Royal Oak, MI 48073. Your election to decline will be effective after we have received notice and have had a reasonable time to act on it.

## **G. OVERDRAFT TOLERANCE OVERDRAFT SERVICE**

**1. Overdraft Tolerance.** 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. Overdraft Tolerance is different than the Overdraft Transfer Service. Overdraft Tolerance 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?** Overdraft Tolerance is available for the payment of checks, preauthorized payments under our Bill Payment Service, ACH drafts, ATM and debit transactions.

**3. Eligibility for Overdraft Tolerance.** Overdraft Tolerance is not a credit product. It is a feature that is automatically included with eligible checking accounts (unless you decline Overdraft Tolerance entirely as described below). Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. Overdraft Tolerance 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 Overdraft Tolerance to one (1) account per household or member. We may reduce or permanently revoke Overdraft Tolerance from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:

- Your aggregate deposits within 32 days are less than your overdraft tolerance limit;
- You do not bring your checking account to a positive balance for at least one full business day within a thirty-two (32) 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 to us;
- You have an outstanding balance due on an overdraft repayment plan;
- Your Primary Share account does not have a positive balance;
- Your checking account is subject to any legal or administrative orders or levies;
- You are a party to a bankruptcy proceeding;
- Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- Your checking account is classified as inactive;
- 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.
- You have not updated your current address with us.

**5. Overdraft Tolerance is a Discretionary Privilege.** Any payment made by us under Overdraft Tolerance will be made on a case-by-case basis, in our sole and absolute discretion. Overdraft Tolerance 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. Overdraft Tolerance 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 Overdraft Tolerance, we will notify you that Overdraft Tolerance 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 Overdraft Tolerance is a purely discretionary benefit offered by the Credit Union. If at any time we determine that your account is no longer eligible for Overdraft Tolerance for any reason, we can discontinue it immediately without notice to you. If at any time we determine that your account is no longer eligible for Overdraft Tolerance for any reason, we can discontinue it immediately without notice to you. Overdraft Tolerance may be reduced if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, you have filed bankruptcy, you have not updated your current address with us, your aggregate deposits within 32 days are less than your Overdraft Tolerance limit, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within 32 days for a minimum of one business day.

**7. How Overdraft Tolerance 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. NOTE: Overdraft Tolerance amounts which may be available to you are not included in your available balance as may be provided to you through online banking, mobile banking and/or at an ATM.

**8. When is the overdraft amount 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. Your account must be brought positive within 32 days for a minimum of one full business day.

**9. Overdraft Tolerance Fees.** A Overdraft Tolerance 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 Overdraft Tolerance Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through Overdraft Tolerance. You understand that your Overdraft Tolerance Limit will be reduced by the amount of each overdraft paid by us through Overdraft Tolerance and the amount of the related Overdraft Tolerance Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Overdraft Tolerance Limit by the amount of the repayment. If we choose not to pay the item/transaction under Overdraft Tolerance, 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 Overdraft Tolerance 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 Overdraft Tolerance (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 Overdraft Tolerance.

**12. Default.** You will be in default under the terms of Overdraft Tolerance 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 Tolerances, terminate Overdraft Tolerance, 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 reduce Overdraft Tolerance 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 Overdraft Tolerance. Any owner of the checking account may decline the service.** If you prefer not to have the Service, visit us in a branch, contact us at 248.549.3838, or write to us at OUR Credit Union, 3070 Normandy Rd, Royal Oak, MI 48073, and include your name, member number and a statement that you are declining the Credit Union's Overdraft Tolerance Service and we will remove the Service from your checking account. If you decline the Service, you will still be charged an NSF Fee for each item returned each time an item is presented for payment and returned unpaid due to an insufficient available balance.

**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 Overdraft Tolerance. To learn more, please ask us about these plans.

**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 AT 248.549.3838 OR VISIT ANY BRANCH.**

**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.

**TERMINATION OF ACCOUNT(S) AND SERVICE(S).** We, in our sole discretion, may terminate, limit or restrict, as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services and electronic services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s). We may also require you to apply for a new account(s)/service(s) if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-transactions not covered by an overdraft protection plan with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s) or any other abuse of any of your accounts(s) or service(s); (7) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; (9) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; or (13) you violate any Credit Union policy, procedure or standard or any law, regulation or rule. We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate an individual account by notifying us in writing. We have the right to require the written consent of all owners to terminate a joint account. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us.

**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. We may change any of the items 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 changes.

**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.** We may change any of the items 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. You agree that our provision of a notice to you summarizing the changes together with information on how you may obtain a complete copy of the revised Agreement constitutes sufficient notice of the change. 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 changes

**NOTICE OF NAME OR ADDRESS CHANGES.** You are responsible for notifying us 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. Notices to us should be sent to:

OUR Credit Union  
Attention: CEO  
3070 Normandy Rd  
Royal Oak, MI 48073

**OTHER NOTICES.** 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 by or to any one joint owner shall be deemed notice by or to all. We reserve the right not to send notice for accounts we consider inactive.

**EFFECT OF NOTICE.** 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.

**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.

**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.

**COSTS FOR FAILURE TO FOLLOW AGREEMENT.** You are liable to us for any losses, costs, and expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal proceeding to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

**COOPERATION IN LOSS RECOVERY EFFORTS.** 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 agreed 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.

**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.

**OUR RIGHT TO PLACE A HOLD ON YOUR ACCOUNT(S).** If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, at our discretion, freeze the funds in the account and in other accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the account and transactions. If we do freeze your account funds, we will provide notice to you as soon as reasonably possible. Notice may be made by mail or verbally or provided by other means, such as online banking or text alerts as permitted by law. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or to the owner of the funds in the account.

**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.

**USE OF RECORDING DEVICES.** The Credit Union does not permit its Members, you, or members of the general public to use electronic, digital or other recording devices to record in-person, telephonic or other communications or interactions of or with Credit Union personnel without the express prior consent of the Credit Union management. The Credit Union expressly revokes, rescinds and withdraws any consent or permission to such recording that might otherwise be implied by law.

**MEMBER PROVIDED CONTENT.** If you send the Credit Union a photograph, image, video or other content ("Content"), you are granting the Credit Union a non-exclusive, transferrable, sublicensable, royalty-free, worldwide license to use, host, publish, distribute and/or display such Content for any purpose, in any and all media now known or hereafter devised, on the Credit Union's website, in promotional or informational materials, and/or on social media, for publicity and promotional purposes without further compensation unless prohibited by law. By providing Content to the Credit Union, you represent and warrant that you have the right to grant the rights and licenses described in this section and further represent and warrant that the Content does not violate, misappropriate or infringe on the rights of any third party.

**CONSENT TO FILMING AND PHOTOGRAPHY.** When you enter upon Credit Union property or attend a Credit Union meeting, event or program, you enter an area where photography, audio, and/or video recording may occur. By participating in any of the foregoing activities, you consent to photography, audio recording, video recording and the release, publication, exhibition, distribution, display or reproduction of same for any and all purposes, including promotional purposes, advertising, inclusion on the Credit Union website, social media or any other purpose by the Credit Union. You release the Credit Union, its officers, directors and employees, and all other persons involved from any liability connected with the taking, recording, digitizing, display, distribution or publication and use of photos, images, video and/or sound recordings. You waive all rights you may have to any claims for payment of royalties in connection with any use, display, exhibition, streaming, webcasting, distribution or other publication of these materials regardless of the purpose of same, and further waive any right to inspect or approve any photo, video or audio recording taken by the Credit Union or the person/entity designated to do so by the Credit Union.

**NON-SOLICITATION.** The Credit Union prohibits the solicitation, distribution and posting of materials on or at the Credit Union's property by any member, employee. As used herein, the term "solicitation" includes canvassing, soliciting or seeking to obtain support for an elected office or Board position; seeking to obtain membership in or support for any organization; requesting contributions; posting or distributing handbills, pamphlets, petitions, or other materials of any kind; use of Credit Union resources (including without limitation bulletin boards, computers, mail, e-mail and telecommunication systems, photocopiers and telephone lists and databases); peddling or otherwise selling, purchasing or offering goods and services for sale or purchase; and distributing advertising materials, circulars or product samples, or engaging in any other conduct relating to any outside business interests or for profit or

personal economic benefit. The Credit Union reserves the right, in its sole and absolute discretion, to exempt from this non-solicitation prohibition, certain non-political non-profit organizations/charities that support the mission of the Credit Union and/or that the Credit Union supports as part of charitable and community mission, as well as Credit Union-sponsored programs/events related to the Credit Union's products and services. Whether a particular group, organization or person satisfies this exception shall be determined by the Credit Union in its sole discretion.

**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 laws and regulations. This Agreement is also subject to the Credit Union's Bylaws, and to local clearinghouse rules. Except as otherwise set forth in the Resolution of Disputes by Arbitration provision below, unless otherwise required by applicable law, any action brought pursuant to this Agreement against the Credit Union must be brought in the local State District Court or State Circuit Court with jurisdiction over the location of the Credit Union's principal place of business

**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 \$5,000.00, 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.

**BINDING ARBITRATION AND CLASS ACTION WAIVER -RESOLUTION OF DISPUTES BY ARBITRATION:** THIS SECTION CONTAINS 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 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:

OUR Credit Union  
Attention: CEO

3070 Normandy Rd  
Royal Oak, MI 48073

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

JAMS  
1-800-352-5267 (toll-free)  
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, or 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:

OUR Credit Union  
Attention: CEO  
3070 Normandy Rd  
Royal Oak, MI 48073

## 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 WITHDRAWAL 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 \$250 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 \$5,525 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 \$5,525 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 \$5,525 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 \$5,525 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.



## BUSINESS WIRE TRANSFER AGREEMENT

This Business Member Wire Transfer Agreement (“Agreement”) is made as of the date set forth on the last page of this Agreement (the “Effective Date”), by and between OUR Credit Union (the “Credit Union” or “us”) and the undersigned Business Member (“Business Member” or “you”). This Agreement shall govern Business Member’s use of the Credit Union’s Wire Transfer Services. By using the Credit Union to send a wire transfer, Business Member agrees to all of the following terms and conditions.

- 1. Wire Transfer Services.** Subject to the terms and conditions set forth in this Agreement, Business Member authorizes the Credit Union, and the Credit Union agrees to honor, execute and charge to Business Member’s designated Credit Union account(s), requests made by Business Member in person or by facsimile, for the wire transfer of funds (“Wire Transfers”).
- 2. Authorized Representatives.**

  - 2.1. Only individuals who are authorized signers on Business Member’s account(s) shall have authority to initiate Wire Transfers. Authorized signers shall be referred to in this Agreement as “Authorized Representatives”. Authorized Representatives shall have maintenance authority over Wire Transfers and will serve as the primary contact(s) for the Credit Union. Business Member authorizes the Credit Union to contact any Authorized Representative to confirm Wire Transfers. Business Member represents and warrants that the Authorized Representatives are authorized to give instructions to the Credit Union for Wire Transfers and matters related to Wire Transfers with respect to Business Member’s Credit Union account(s). Business Member must provide the Credit Union with prompt written notice of any change in Authorized Representatives. Business Member agrees that the Credit Union shall be entitled to rely upon the authority of any Authorized Representative until such time as the Credit Union receives written notice from Business Member of the revocation of such authority.
  - 2.2. By executing this Agreement, Business Member certifies that all necessary corporate/organizational actions have been executed by and between Business Member to authorize the Authorized Representatives to initiate Wire Transfer requests and instructions pursuant to this Agreement, and to authorize Business Member to enter into and be bound by the terms and conditions of this Agreement.
- 3. Security Procedures.**

  - 3.1 The Credit Union has established security procedures in connection with Wire Transfers (“Security Procedures”). The Security Procedures shall include, but not necessarily be limited to, the in-person presentment of a government-issued photographic identification. Business Member agrees to supply Credit Union, upon request, any information the Credit Union may reasonably request including, but not limited to, further evidence of authority to consummate the Wire Transfer or perform other acts under the terms of this Agreement.
  - 3.2. The Credit Union will reject any Wire Transfer request that cannot be verified as provided in this section, and will notify Business Member of the rejection personally where Business Member is present at the Credit Union at such time, or by telephone in all other cases. Business Member agrees that any Wire Transfer request, or request for amendment to or cancellation thereof that is made pursuant to the Security Procedures set forth in this Section shall be conclusively deemed the Business Member’s instruction, whether or not Business Member has authorized same, and Business Member shall be required to pay Credit Union, and the Credit Union is authorized to charge Business Member’s account, for any such Wire Transfer made pursuant to the Security Procedures set forth in this Section.
  - 3.3. Business Member shall adequately supervise its Authorized Representatives in connection with Wire Transfers and shall implement and maintain at all times adequate safeguards to prevent unauthorized Wire Transfers from being made on its behalf. The Credit Union reserves the right to change the Security Procedures as it deems necessary in its sole and absolute discretion.
  - 3.4 Except where otherwise required by law, Business Member bears the risk of loss where Wire Transfer instructions are unauthorized or otherwise fraudulent as the direct or indirect action of a person Business Member entrusted at any



time with duties to act for Business Member with respect to any Wire Transfer Instructions or applicable Security Procedures, or who obtained information facilitating a breach of the Security Procedures, regardless of how the information was obtained or whether Business Member was at fault.

- 4. Adequacy of Security Procedures.** Business Member acknowledges that the Security Procedures set forth in this Agreement, and as otherwise implemented by the Credit Union from time to time, will not detect errors in the transmission or content of the Wire Transfer instructions. Business Member acknowledges and agrees that it will strictly adhere to the Security Procedures as set forth in this Agreement, and as otherwise implemented by the Credit Union from time to time. Business Member further acknowledges and agrees that the Security Procedures set forth in this Agreement, and as otherwise implemented by the Credit Union from time to time, are commercially reasonable, and Business Member shall be bound by any Wire Transfer instructions issued in Business Member's name and accepted by the Credit Union in good faith and in compliance with the Security Procedures set forth herein and as may otherwise be implemented by the Credit Union from time to time.

**5. Wire Transfer Instructions.**

5.1. Business Member acknowledges and agrees that it is responsible for ensuring that its Wire Transfer instructions are accurate, clear and correct. Business Member agrees that it shall be solely responsible for the discovery and identification of any errors contained within the Wire Transfer instructions and will advise the Credit Union of any such error. Business Member further acknowledges and agrees that the Credit Union is under no obligation to detect errors, inconsistencies or conflicts in any Wire Transfer instructions. Except where otherwise required by law, Business Member bears the risk of loss where Wire Transfer instructions are ambiguous, inconsistent, unclear or incomplete.

5.2. Business Member acknowledges and agrees that if the Wire Transfer instructions identify the beneficiary by name and account number or some other identification number, such as a taxpayer identification number or driver's license number, the Credit Union may transfer funds to the beneficiary in reliance on the number provided to the Credit Union, even if the number identifies a beneficiary different from the one name in the Wire Transfer instructions. Business Member further agrees the Credit Union will not be liable for losses resulting from the beneficiary's financial institution paying the wrong person, even if the beneficiary's financial institution knew or should have known that the number and name referred to different persons. The Credit Union will not be liable if the beneficiary's financial institution does not accept the Wire Transfer or accepts it and then places the funds in a suspense or holding account due to the discrepancy and/or accepting and posting any Wire Transfer to an incorrect account, whether based on Business Member's instructions or for any other reason not directly attributable to the Credit Union's material breach of this Agreement.

5.3. In the event Business Member discovers an error in its Wire Transfer instructions, it must notify the Credit Union immediately. Unless otherwise required by law, Wire Transfer instructions are irrevocable and may be cancelled after issuance only with the Credit Union's prior written consent. The Credit Union will make reasonable attempts to correct any errors of which it is notified if such notification is made at a time and in a manner that gives the Credit Union a reasonable opportunity to act on the request before it carries out the Wire Transfer instruction, however, unless applicable law requires otherwise, the Credit Union will not be liable for any losses caused by errors or inaccuracies in Business Member's Wire Transfer instructions. The Credit Union reserves the right to decline to act upon any Wire Transfer instructions it believes are ambiguous, unclear, incomplete, unauthorized, fraudulent, or which the Credit Union believes fail to conform to the Wire Transfer service it offers.

**6. Credit Union's Right to Reject Wire Transfer Instructions and/or Terminate Wire Transfer Services.**

6.1. Business Member acknowledges and agrees that the Credit Union has the right, in its sole and absolute discretion, to reject any Wire Transfer instructions, to set limits on the amounts Business Member may wire, to impose conditions that must be satisfied before Credit Union will accept Wire Transfer instructions, to delay or suspend or cancel any Wire Transfer Instructions, and to refuse to provide Wire Transfer services on behalf of Business Member if:

- (a) if Business Member fails to comply with Security Procedures or other Credit Union procedures;
- (b) if Business Member is in default under this Agreement or any other agreement with the Credit Union;





(c) if Business Member's account does not contain sufficient available funds for the Wire Transfer, or if Business Member's account is frozen or unavailable for any reason whatsoever;

(d) if necessary in order to comply with the terms and conditions of this Agreement or applicable law or regulation;

(e) if to carry out any Wire Transfer instruction would be unlawful, illegal or in contravention of the requirements of funds transfer system rule, regulatory or governmental authority or third-party service provider, or impose excessive cost or expense on the Credit Union;

(f) if Business Member is insolvent, in liquidation, bankruptcy or receivership or otherwise unable to pay debts as they become due;

(g) if the Credit Union is prevented by an event or circumstances outside of its control; or

(h) if the Credit Union is unwilling or unable to provide Wire Transfer services to Business Member for any other reason.

6.2. If the Credit Union decides to impose conditions on, cancel, delay or suspend any Wire Instruction, or otherwise determined it will not provide Business Member with Wire Transfer services, the Credit Union will use reasonable efforts to notify Business Member of such determination.

**7. Time of Wire Transfer Requests.** The Credit Union's Wire Transfer Department is open Monday through Friday (excluding holidays) between the hours of 9:00 a.m. and 5:00 p.m. Eastern Standard Time. Outgoing wire transfer requests received prior to 2:00 p.m. Eastern Standard Time (as observed in Flint, Michigan) will be processed on the same business day, if funds are available and Security Procedures (described below) are successfully completed. The Credit Union may, in its sole discretion, process Wire Transfer requests received after 3:00 p.m. on the same business day or the Credit Union may process such requests on the next business day. Incoming wire transfers received prior to 4:00 p.m. will be processed on the same business day.

**8. Sufficient Funds.** The Credit Union shall not be required to honor Wire Transfer instructions, unless Business Member has sufficient available funds in its account to cover the amount of the Wire Transfer and service fees to be charged in connection with the Wire Transfer.

**9. Cancellation of Wire Transfer Instructions.**

9.1 Business Member may ask the Credit Union to cancel any Wire Transfer and Credit Union will use reasonable efforts to comply with such request, provided the request is made at a time and in a manner that gives the Credit Union a reasonable opportunity to act on the request before it makes the Wire Transfer as Business Member originally requested. Unless otherwise required by law, Business Member acknowledges and agrees that Credit Union shall not be responsible and will have no liability for any loss resulting from any delay in handling any such request, or for Credit Union's inability for any reason to cancel any Wire Transfer request.

9.2 If Business Member asks the Credit Union to recover funds that the Credit Union has already transferred in accordance with Wire Transfer instructions, the Credit Union may do so in its sole discretion, however the Credit Union shall be under no obligation to seek recovery of funds. If the Credit Union agrees to attempt to recover funds, it will take such action as it deems reasonable under the circumstances, however in no event will Credit Union be deemed to have guaranteed or otherwise assured the recovery of any funds transferred, nor to have accepted responsibility for any amount transferred before Credit Union received and had time to act upon the request to cancel the Wire Transfer.

**10. Recurring Wire Transfers.** Recurring Wire Transfers are Wire Transfers initiated on a scheduled basis as instructed by the Business Member. Recurring Wire Transfer authorizations shall continue and remain in full force and effect until Credit Union has received written notice from Business Member revoking such recurring Wire Transfers in a form acceptable to Credit Union, and in a time and manner sufficient to provide Credit Union with a reasonable opportunity to act upon it.



## **11. International Transfers.**

11.1 Wire transfers may be either domestic or international, provided, however, international wire transfers may not be sent through or into any country in violation of U.S. Laws.

11.2 Domestic wire transfers will settle only in U.S. Dollars. International wires may be in a foreign currency if accepted at our discretion. Business Member will be responsible to ensure that the proper foreign currency is available and may be obtained through the Credit Union.

11.3 If Business Member elects to initiate an international wire transfer in U.S. Dollars, Business Member acknowledges and agrees that the receiving financial institution may elect to pay the beneficiary in foreign currency at an exchange rate determined by the receiving financial institution. Business Member agrees to pay the Credit Union any costs and expenses of foreign currency conversion at the Credit Union's then-prevailing rates, terms and conditions.

11.4 With respect to any transfer to a beneficiary in a foreign country, Business Member consents to conversion of the funds into foreign currency by the Credit Union, any correspondent bank or intermediary bank, the beneficiary's bank, or any other third party reasonably involved in the completion of the transfer, at conversion rates generally applied by that converting party. The Credit Union may, in its discretion, execute the transfer request in the currency of the country of the beneficiary's financial institution at either the Credit Union's buying rate of exchange for U.S. dollar transfers or the exchange rate of the beneficiary's institution. If the transfer is returned for any reason, Business Member agrees to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the date of the refund, less any charges and expenses incurred by the Credit Union.

11.5 Business Member agrees that it will bear all risk of loss due to fluctuation in exchange rates. Business Member agrees to pay the Credit Union any costs and expenses of foreign currency conversion at the Credit Union's then-prevailing rates, terms and conditions.

11.6 International wire transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. The Credit Union has no obligation to accept any international Wire Transfer requests directed to or through persons, entities or countries restricted by government regulation or prior Credit Union experience with particular countries. Except as may otherwise be required by law, Business Member agrees to release and hold the Credit Union harmless from any loss or liability which Business Member may incur after the Credit Union has executed the international Wire Transfer, including, but not limited to, any loss due to failure of a foreign financial institution or intermediary to deliver funds to a beneficiary, or errors, delays or defaults in the transfer of any messages in connection with an international Wire Transfer by any means of transmission.

**12. Release and Indemnification of Credit Union.** Business Member agrees to release, indemnify and hold harmless Credit Union, its directors, officers, employees and agents ("Credit Union Indemnitees") from any and all claims, causes of action, damages, demands, judgments and expenses (including attorneys' fees), liabilities and other losses of any kind incurred by or asserted against the Credit Union Indemnitees in any way resulting from, relating to or arising out of the Wire Transfer services provided by Credit Union, the provision of invalid or inaccurate data or instructions by Business Member, its directors, officers, employees, agents or anyone else acting on Business Member's behalf, or any acts or omissions of Business Member or any third party or otherwise, except to the extent that such claims or losses are the direct result of the Credit Union's gross negligence and/or willful misconduct. Business Member acknowledges and agrees that this Section shall survive the termination of this Agreement.

**13. Limitation of Liability.** Business Member agrees that Credit Union, in dealing with an Authorized Representative of Business Member following applicable Security Procedures, shall be entitled to accept and rely on any representation of such Authorized Representative. THE CREDIT UNION SHALL BE UNDER NO OBLIGATION TO MAKE ANY INQUIRIES IN ORDER TO VERIFY OR CONFIRM ANY SUCH REPRESENTATION OR TO ASSURE THAT ANY FUNDS OF BUSINESS MEMBER ARE IN FACT APPLIED OR USED FOR THE PURPOSES SO REPRESENTED OR FOR ANY OTHER PROPER PURPOSE. THE CREDIT UNION SHALL IN NO EVENT BE RESPONSIBLE OR HELD LIABLE FOR ANY MISAPPLICATION OR MISUSE OF ANY FUNDS OR OTHER PROPERTY OF THE BUSINESS MEMBER TRANSFERRED OR DISPOSED OF PURSUANT TO ANY AUTHORITY GRANTED HEREIN. 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 THE PERFORMANCE OR FAILURE OF PERFORMANCE OF WIRE TRANSFER



SERVICES HEREUNDER, NOR SHALL THE CREDIT UNION BE LIABLE FOR THE INSOLVENCY, NEGLIGENCE, MISCONDUCT, MISTAKE OR DEFAULT OF ANOTHER FINANCIAL INSTITUTION OR PERSON INITIATING OR COMPLETING WIRE TRANSFER TRANSACTIONS.

- 14. Fees and Charges.** The Credit Union may charge Business Member's account(s) Wire Transfer fees in accordance with its Fee Schedule and may reimburse itself by debits to Business Member's account(s) for any direct charges incurred by Credit Union in connection with Wire Transfers, including, but not limited to, charges from third parties, transmission charges, transfer fees, international wire transfer charges, and other similar charges. The Credit Union specifically reserves the right to change the fees set forth on its Fee Schedule from time to time.
- 15. Compliance with Laws.** By using Wire Transfer services, Business Member represents and warrants that it is authorized under U.S. federal, state and local laws to conduct financial transactions with Credit Union, and Business Member is not subject to sanctions by the Office of Foreign Assets Control (OFAC). In accordance with OFAC rules, the Credit Union reserves the right to check the names of current and new members against the OFAC database, and block and/or reject transactions until the Credit Union is satisfied that Business Member, or any of Business Member's beneficiaries, beneficial owners, collateral owners, guarantors, co-signers and/or receiving parties are not subject to OFAC sanctions. Business Member represents and warrants it will promptly notify the Credit Union if Business Member or any of its beneficiaries, beneficial owners, collateral owners, guarantors, co-signers and/or receiving parties has been, are now or ever become subject of OFAC sanctions.
- 16. Notices.** Any notice Business Member and/or Credit Union is required or permitted to give under this Agreement shall be in writing, sent via email to the following addresses:

If to Credit Union, to 3070 Normandy Rd, Royal Oak, MI 48073

If to Business Member, to Business Member's mailing address as shown on the Credit Union's records

Business Member understands and agrees that it has the responsibility to inform the Credit Union of any change to its mailing address and/or other contact details. Undeliverable mail attempts may cause the Credit Union to suspend Business Member's ability to initiate Wire Transfers until such time as a valid mailing address is provided. The Credit Union is not liable for any third-party incurred fees, other legal liability or any other issues or liabilities arising from notifications sent to an invalid mailing address provided by Business Member.
- 17. Force Majeure.** The Credit Union shall not be liable for failure to perform, delays or errors that occur by reason of acts of civil or banking authorities, national emergencies, labor difficulties, acts of God, insurrection, war, power supply failure, malfunctions or unavoidable difficulties with the Credit Union's Wire Transfer equipment, delays, or failure to act by any carrier and/or agent Credit Union may use to perform Wire Transfer services or any other cause of condition beyond the Credit Union's control.
- 18. Termination.** This Agreement may be terminated by either party by written notice, which notice shall specify the date of such termination. The Credit Union may terminate this Agreement immediately if it has reasonable cause to believe Business Member or any of its Authorized Representatives is committing or attempting to commit an illegal or otherwise improper act, or for any of the reasons set forth in Section 6 of this Agreement. Termination of this Agreement for any reason shall not affect the rights or obligations of either party accruing prior to the effective date of termination. All representations, warranties and obligations of Business Member shall survive any termination of this Agreement.
- 19. Governing Law; Arbitration.** This Agreement shall be governed by the laws and regulations of the state of Michigan, including Article 4A of the Uniform Commercial Code, as adopted in Michigan. In all cases, this Agreement shall be governed by the laws and regulations of the United States. All Wire Transfer instructions issued to Credit Union shall be subject to the rules and regulations of any funds transfer system used by the Credit Union, and where applicable, Regulation J. Except where otherwise prohibited by law, this Agreement is subject to the Resolution of Disputes by Arbitration provision found in your Agreements and Disclosures, which are incorporated herein by reference. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision, you are liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute



involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.

- 20. Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to the Credit Union or Business Member, whether by merger, consolidation or otherwise. This Agreement may not be assigned or transferred by Business Member without the prior written consent of Credit Union.
- 21. Severability.** Should any provision of this Agreement be declared invalid or unenforceable, the provision shall be ineffective only to the extent of the invalidity or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
- 22. Amendments and Modifications.** The Credit Union may amend, change or modify the terms and conditions contained in this Agreement by providing notice to Business Member. By delivering Wire Transfer instructions to Credit Union on or after 30 days following the date of such notice, Business Member will be conclusively deemed to have agreed to any such amendment, change or modification.
- 23. Previous Agreements.** This Agreement and any Exhibits thereto supersede and replace any previous agreements between Business Member and Credit Union with respect to Wire Transfer services.